

FRANCHISE DISCLOSURE DOCUMENT



FranNet, LLC New Jersey limited liability company
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We grant franchises for the operation of a FranNet Business. FranNet Businesses offer specialized franchise consulting services to franchisors, potential franchisors, licensors and other business opportunity companies in connection with the sale (or re-sale) of their franchises, licenses and business opportunities.

The total investment necessary to begin operation of a FranNet Business ranges from \$~~49,175,44,525~~.00 to \$~~87,32581,675~~.00 (total amount in Item 7). This includes between \$15,000.00 and \$35,000.00 (total amount in Item 5) that must be paid to the franchisor or its affiliate prior to opening for business.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact **Jania Bailey at 10302 Brookridge Village Blvd., Suite 201, Louisville, Kentucky 40291 (502) 753-2380.**

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

Issuance Date: ~~March 4, 2020~~March 7, 2019

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits E and F.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit C 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 FranNet 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 FranNet franchisee?	Item 20 or Exhibits E and F 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 A.

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Pennsylvania. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Pennsylvania than in your own state.

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

FRANNET, LLC
STATE COVER PAGE

~~Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.~~

~~Call the state franchise administrators listed in Exhibit "A" for information about the franchisor, about other franchisors, or about franchising in your state.~~

~~MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.~~

~~Please consider the following RISK FACTORS before you buy this franchise:~~

~~THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN PHILADELPHIA COUNTY, PENNSYLVANIA. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT AS LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE AGAINST US IN PHILADELPHIA COUNTY, PENNSYLVANIA THAN IN YOUR HOME STATE.~~

~~THE FRANCHISE AGREEMENT STATES THAT PENNSYLVANIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.~~

~~YOU MUST MAINTAIN MINIMUM SALES PERFORMANCE LEVELS. IF YOU FAIL TO DO SO, YOU COULD LOSE ANY TERRITORIAL RIGHTS YOU ARE GRANTED OR THE FRANCHISOR COULD TERMINATE YOUR AGREEMENT RESULTING IN THE LOSS OF YOUR INVESTMENT, OR BOTH.~~

~~THERE MAY BE OTHER RISKS CONCERNING THE FRANCHISE.~~

~~The effective dates of this Disclosure Document in the states of California, Hawaii, Illinois, Indiana, Maryland, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin are disclosed on the following page.~~

FRANNET, LLC

State Effective Dates
(if applicable)

<u>State:</u>	<u>Effective Date:</u>
California	March 30, 2018
Hawaii	March 28, 2017
Illinois	March 24, 2018
Indiana	March 22, 2018
Maryland	September 6, 2018
Michigan	April 28, 2018
Minnesota	July 30, 2018
New York	March 26, 2018
North Dakota	March 29, 2018
Rhode Island	March 24, 2018
South Dakota	July 23, 2018
Virginia	September 18, 2018
Washington	August 21, 2018
Wisconsin	March 19, 2018

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- C. FINANCIAL STATEMENTS
- D. LIST OF CURRENT FRANCHISEES
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- H. STATE SPECIFIC ADDENDUM (IF APPLICABLE)

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

The Franchisor

FranNet, LLC (“**FranNet**”, “**we**”, or “**us**”) is a limited liability company formed under New Jersey law in October, 2006. Our principal business address is 10302 Brookridge Village Blvd., Suite 201, Louisville, Kentucky 40291. We do business under the name “**FranNet**”. Our business is limited to offering the franchises that are described in this Disclosure Document. We do not offer franchises or engage in any other line of business, nor have we done so prior to the date of this Disclosure Document. We began franchising in January, 2010. Our predecessor, FranNet Franchising, LLC began franchising in December 2006.

Our agents for service of process are listed in **Exhibit A**.

Our Parent, Predecessors and Affiliates

Howard Bassuk, the founder of the FranNet system, began offering FranNet consulting services in 1987 through his company, Hobassco, Inc. (“Hobassco”). Hobassco’s principal address was 2385 Camino Vida Roble, Suite 114, Carlsbad, California 92011. Hobassco had granted rights to operate businesses under the name “**FranNet**” throughout the United States through offices that were individually owned and operated by associates, under various business arrangements. The services consisted of providing guidance, information and support to prospective franchisees, and assisting them through a process in which the prospect created a profile of the type of franchise that would be most suitable for him or her. Based on the prospect’s interest, desires and skill set, Hobassco or its associate would present the prospect with a number of franchise opportunities that fit his or her model, along with a system within which to research the franchise opportunities that interest him or her. This enables the prospect to make an educated decision, and for a Franchisor (defined below) to be presented with a prequalified candidate that fits its franchisee profile.

In 1999, Hobassco assigned its rights to the name “**FranNet**” to Franchise Network Mutual Benefit Corporation (“**FNMB**”). In 2001, Hobassco assigned its rights for future growth of the office network to FranNet Development Group, LLC (“**FDG**”). **FDG**’s principal business address was 2385 Camino Vida Roble, Suite 114, Carlsbad, California 92011. **FDG** has since operated the business through additional offices located throughout the United States, under the name “**FranNet**”. These offices are also independently owned and operated by associates under various business arrangements.

Neither Hobassco nor **FDG** has ever operated a business of a type substantially similar to those offered in this disclosure document nor offered franchises in any line of business. Hobassco and **FDG** are our predecessors (“**Predecessors**”). Neither Hobassco nor **FDG** offered franchises in any other line of business.

Effective as of January 1, 2010, FranNet Franchising, LLC, a wholly owned subsidiary of FranNet, LLC merged into FranNet, LLC. We assumed all of the assets and liabilities of FranNet Franchising, LLC, including all outstanding franchise agreements. FranNet Franchising, LLC offered franchises from December, 2006 through December, 2009 FranNet Franchising, LLC’s address was 10302 Brookridge Village Blvd., Suite 201, Louisville, Kentucky 40291. FranNet Franchising, LLC never operated a business of a type substantially similar to those offered in this Disclosure Document. FranNet Franchising, LLC never offered franchises in any other line of business.

Other than as described above, we have no parents, predecessors, or affiliates that offer franchises in any line of business or that provide products or services to our franchisees.

We have never offered franchises in any other line of business. We do not engage, and have never engaged, in any business activities or any other line of business other than as described in this disclosure document. We do not have any Affiliate that is offering franchises in any line of business or that will be providing products or services to you. All of our principal owners have been FranNet associates for many years.

The Franchise Offered

General. We grant franchises to establish and operate a FranNet business (the “Franchised Business” or the “FranNet Business”) operating under the System (defined below) and identified by the Marks (defined below) under a franchise agreement (the “Franchise Agreement”). The Franchised Business is a third party referral network engaged in the business of consulting with and representing franchisors, potential franchisors, licensors, and other business opportunity companies (all of which we refer to as “Franchisors”) in connection with the sale of their franchises, licenses, business opportunities and existing re-sales of same (all of which we refer to as “Franchise” or “Franchises”). In the course of conducting business, our franchisee recruits and meets with potential franchisees (“Prospects”) and exchanges information with them to help determine what type of Franchise and which Franchisors may be most suitable.

The FranNet System. Through the expenditure of considerable time and effort, we have acquired experience, skills, methods, techniques and knowledge relating to the representation of Prospects of Franchises as well as the growth and development of Franchisors identifying, evaluating and introducing Prospects (the “Services”), and have developed methods, formats and procedures (all of which we refer to as the “System”). We identify FranNet and various components of the System by certain trademarks, service marks and other commercial symbols, including the mark “**FranNet**” (which we refer to as the “Marks”). These businesses which offer the Services and other related programs and services as we designate periodically under the Marks are known as “FranNet Businesses.” We may, in the future, develop, enhance or modify various aspects of the System or adopt other trademarks, service marks or other commercial symbols which you must use as a Franchisee.

The Franchised Business will be operated in accordance with our confidential, proprietary Operations Brand Standards Manuals (the “Manuals”) to be loaned to you. You will also be provided with the right to use the Marks. In addition, as part of the franchise system, we have formed a FranNet Franchise Advisory Council (“Council”) that (through its Board) will manage the FranNet Marketing Program. (See Item 11 for further information on the Marketing Program.) The Council will consist of all FranNet franchisees and associates, and one person designated by us.

The Franchise Offering. This Disclosure Document describes the offer of franchises for new FranNet Businesses. To become a franchisee, you must operate your FranNet Business in accordance with our standards and specifications, and you must sign a Franchise Agreement. A copy of the Franchise Agreement that you must sign is attached to the Franchise Disclosure Document as Exhibit "B".

Market and Competition. The Franchised Business represents the Franchisor in certain of its sales transactions, and targets potential Franchisees primarily by means of seminars, referrals and the Internet. The market for third party referral networks and franchise consulting services, including those that will be offered by the Franchised Business, is developing and competitive. Traditionally, the Franchisor’s franchise sales department performed these services. As franchising continues to grow, Franchisors are increasingly turning towards franchise consulting service providers for qualified, pre-screened Prospects. The Franchised Business will compete with other local and national third party referral networks.

Industry Specific Laws and Regulations. Your Franchised Business will be subject to laws and regulations that are applicable to businesses generally, and also to a Federal Trade Commission regulation (“Franchise Rule”) and various state laws regulating the offer and sale of franchises (which require, in part, that a franchise disclosure document containing certain information be provided to Prospects at prescribed times before the sale of a Franchise).

ITEM 2 **BUSINESS EXPERIENCE**

Chairman of the Board of Directors: Jack Armstrong

Mr. Armstrong currently serves as Chairman of the Board of Directors of FranNet, LLC as of June 8, 2012. Mr. Armstrong formerly served as Chief Executive Officer from June 8, 2012 – January 16, 2015. Mr. Armstrong served as FranNet’s Vice Chairman of the Board of Directors and Treasurer from November 2006 until June 8, 2012.

Chief Executive Officer, Secretary and Director: Jania Bailey

Ms. Bailey was appointed as Chief Executive Officer of FranNet, LLC on Jan. 16, 2015, she was promoted from the position of Chief Operations Officer and presiding President. Ms. Bailey continues to serve as Board Secretary, a position she has held since August 2006. She also serves as a Director and has since November 2006.

Vice Chairman of the Board of Directors: Blair Nicol

Mr. Nicol was appointed Vice Chairman of the Board of Directors as of June 8, 2012. Mr. Nicol has served as a Director of FranNet LLC in Carlsbad, California since November 2006. Mr. Nicol has also served as President of Nicol Development Group, Inc. d/b/a FranNet of San Diego in Carlsbad, California since December 1998. Blair Nicol is also Managing Partner of Nicol Holdings, LLC since January 2012 to present.

Director: Phil Kuban

Mr. Kuban is a principle owner and has served as a Director of FranNet LLC in Atlanta, Georgia since November 2006. Mr. Kuban has owned and operated Franchise Market Makers Inc. Development Co. dba FranNet in Atlanta Georgia since June 1999

Director: Tim Halvorsen

Mr. Halvorsen has served as a Director of FranNet LLC since July 2009 in Dover, New Hampshire. Mr. Halvorsen became an investor in 2003 in Fantastic Sams International Corporation (the master franchisor), as well as its Chief Technology Officer in Beverly, Massachusetts. Mr. Halvorsen has been retired from full-time employment from Fantastic Sams since 2005. He currently is a Technology Consultant for various companies.

Director: Lane Fisher

Lane Fisher is a Member of the Board of Directors, a position he has held since January 1, 2012. Mr. Fisher is a partner with the law firm Fisher Zucker, LLC of Philadelphia, Pennsylvania, a firm he founded in 1995.

Director: Steven Rosen.

Mr. Rosen has served as a Director of the company since November, 2006. Mr. Rosen served as FranNet's Chairman of the Board of Directors and Chief Executive Officer from November 2006 to June, 2012. Mr. Rosen has also served as President of Franchise Consultants of America Bux-Mont, Inc. d/b/a FranNet in Blue Bell, Pennsylvania since October 1990.

Director: Andrew McKay

~~Mr. McKay is a Member of the Board of Directors, a position he has held since September 18, 2017. Mr. McKay is the Sr. Managing Director & Head of Investment Banking with Hilliard Lyons Investment Banking of Louisville, KY since April 1, 2010.~~

Director: Stacy Swift

~~Ms. Swift served as Director of FranNet, LLC from January, 2007 through April, 2014, and began serving again in April, 2015. Ms. Swift served on FranNet's Franchise Advisory Council from March, 2007, through April 2014, and was Chairman from April, 2007 through April, 2014. She was re-elected in April, 2015 as Chairman, and currently serves in that role. Since July, 1996, Ms. Swift has been the owner of Wahoo, Inc., d/b/a FranNet Colorado in Denver, Colorado.~~

Vice Chair: Merri Cronk

[Ms. Cronk has served as a Director of FranNet, LLC since March, 2019. She is serving her second term on FranNet's Franchise Advisory Council from 2019 to the present, and currently serves as Vice-Chair on the Franchise Advisory Council. Mrs. Cronk has owned and operated Dream Matchers, LLC, d/b/a FranNet of Central Texas since 2004. She also owned and operated Cronk Enterprises LLC as an associate of FranNet of Indiana from 2002-2004.](#)

Director: Chris Coleman

Mr. Coleman has served as a Director of FranNet, LLC since October, 2015, and has served on FranNet's Franchise Advisory Council from 2014 to the present, and currently serves as Vice-Chair on the Franchise Advisory Council. Mr. Coleman has owned and operated Gateway Franchise Consulting, LLC, d/b/a FranNet of St. Louis throughout Missouri and Illinois [since June 2009](#).

ITEM 3 **LITIGATION**

Edward T. Bower, et al vs. Zounds Hearing Franchising, LLC, et al, Case No. CV16863098 in the Court of Common Pleas, Cuyahoga County, Ohio. On or about May 12, 2016, a lawsuit was filed by Edward T. Bower and three other Zounds Hearing franchisees against Zounds Hearing Franchising, LLC ("Zounds") and the Company. The lawsuit alleges: (i) violation of Ohio's Business Opportunity Statute; and (ii) fraud, allegedly committed by Zounds and several of the Company's franchisees. Zounds is a client of the Company. The Company and its franchisees refer franchise prospects to Zounds. The plaintiffs allege that Zounds and the Company's franchisees made verbal or written representations that were either untrue, misleading, or in violation of Ohio's Business Opportunity statute. The Company denies that it or its franchisees committed any violations of law. The case was settled with Company and one of its franchisees collectively paying to Zounds \$28,000.00, and each party executed mutual releases. The Company denied all allegations in the Complaint.

Except as described above, no litigation is required to be disclosed in this item.

ITEM 4 **BANKRUPTCY**

No bankruptcies are required to be disclosed in this item.

ITEM 5 **INITIAL FEES**

Initial Franchise Fee

You must pay to us an initial franchise fee ranging from \$15,000 to \$35,000 for a single, new FranNet Business to be operated under an individual Franchise Agreement. The initial franchise fee you will pay depends upon the population in your franchise territory, as determined by us, based on most recent U.S. census data. The \$15,000 initial fee applies to territories with a population of less than ~~45~~,000,000. The \$25,000 initial fee applies to territories with a population of ~~45~~,000,000 to ~~37,050~~00,000. The \$35,000 initial fee applies to territories with a population greater than ~~7,53,000~~,000. You must pay the entire initial franchise fee no later than the date you sign the Franchise Agreement. The franchise fee is not earmarked for any particular purpose; we use franchise fees for general operating expenses.

If you fail to complete our initial training program to our satisfaction, or if we, in our sole discretion, determine upon your completion of training that you would not be a suitable franchisee, we have the right to terminate the Franchise Agreement and refund to you 50% of your initial franchise fee. Except as described above, the initial franchise fee is non-refundable.

Training Fee

You must pay to us or the third party trainer who provides you training in our initial training program a training fee of \$5,000 per each trainee. This fee is non-refundable.

Insurance

Upon the signing of your Franchise Agreement, You must pay for your pro-rata share (based on the number of consultants, including franchisees and their employees and associates, covered) of premiums for errors and omissions insurance coverage, if we offer group coverage for this insurance. For calendar year 20~~2019~~, the pro rata share per consultant is \$~~528.50+0.53~~. You will pay \$~~528.50+0.53~~ multiplied by the number of consultants/employees/associates/independent contractors in your office. This fee is non-refundable.

ITEM 6
OTHER FEES

The following table describes other recurring or isolated fees or payments that you must pay to us, or which we or our affiliates impose or collect on behalf of a third party, in whole or in part under the Franchise Agreement. Unless otherwise indicated below, all of the fees listed below are uniform, non-refundable, and are imposed by, payable to, and collected by us.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Commission Fee ¹	See Note 1, below	Weekly	See Note 1
Marketing Fee ²	\$1,515	Quarterly	See Note 2
Costs of Leads ³	Mandatory purchase of qualified internet leads at our cost (currently \$250 to \$1,500 per lead)	Monthly on 10 th day of each month, in arrears	See Note 3
Local Marketing Expenditures ⁴	Minimum of \$7,500 per month for the first 24 months, then \$10,500 per month	Monthly	See Note 4
Optional Services ⁵	Our then-current fee	As incurred	See Note 5
Services Approved by the Council ⁶	Cost of services	As required and as incurred	See Note 6
Insurance ⁷	Cost of insurance and, if not obtained by you, our procurement expense	As required and as incurred	See Note 7
Training ⁸	\$5,000	Before attending our initial training program	See Note 8
Late Fee ⁹	The lesser of 108% of delinquent amount or the highest applicable legal rate	As incurred	See Note 9
Transfer ¹⁰	\$5,000 plus our out-of-pocket legal costs	Time of transfer	See Note 10
Successor Franchise Fee ¹¹	25% of our then-current initial franchise fee	Time of successor franchise	See Note 11
Indemnification ¹²	Cost of liability	As incurred	See Note 12
Default, Enforcement, Collection and Termination ¹³	Our costs incurred	As incurred	See Note 13
My FranNet.com software license fee ¹⁴	\$395 210.00	Quarterly	See Note 14 below
Technology Fee ¹⁵	\$150.00	Quarterly	See Note 15 below

NOTES

1. We will pay you a commission on a weekly basis, subject to any off-set or deduction for any amounts owed to us by you, based on the Gross Consulting Income received by us due to your efforts on the following terms, conditions and schedule:

(a) For new franchisees, on the first five (5) transactions under the Franchise Agreement from which a Prospect has entered into a Franchise Agreement for which the Franchisor has paid a fee to you (each, an “Engagement”) produced by you, you will receive 70% of the Gross Consulting Income from the source. On

the second 5 engagements produced by you, you will receive 75% of the Gross Consulting Income from the source. Thereafter, the relationship will be governed as set forth below.

(b) Standard Engagement Income. After the first 10 transactions for new franchisees, for any Gross Consulting Income produced by you from the activity of referring a Prospect to a Franchisor, who subsequently enters into a Franchise Agreement with that Franchisor and, as a result, a referral fee is paid to Us, you will receive a commission as follows for the Engagements or Gross Consulting Income attributable to you from such transaction during any calendar year. On any Engagements up to 5 or Gross Consulting Income produced by you up to \$100,000 during any calendar year (whichever first occurs), you will receive a commission of 75% of the Gross Consulting Income paid to Us. On any Engagements more than 5 and up to 10 or Gross Consulting Income produced by you that is more than \$ 100,000 and up to \$200,000 during any calendar year, you will receive a commission of 85% of the Gross Consulting Income paid to us. On any Engagements in excess of 10 or Gross Consulting Income produced by you in excess of \$200,000 during any calendar year, you will receive a commission of 90% of the Gross Consulting Income paid to us.

(c.) Royalty Engagement Income. You will receive fifty percent (50%) of the Gross Consulting Income from a Percentage of Royalties (“Residual Fees”)

(d) Other Income. For any Gross Consulting Income produced by you that is based on any activities other than those listed above will generate a commission being paid to you of 75% of the Gross Consulting Income received by us from that source, but these activities will not count towards your Annual Quota described in Exhibit D of the Franchise Agreement.

The term “Gross Consulting Income” means all income derived or accrued from any benefit granted under the Franchise Agreement and includes the income events identified in this Note 1, above. If we have a franchise referral agreement with a Franchisor, any income derived or accrued from the resale of franchises in that Franchisor’s system will constitute Gross Consulting Income, but if we do not have a franchise referral agreement with a Franchisor, any income derived or accrued from the resale of franchises in that Franchisor’s system will not constitute Gross Consulting Income.

2. You must participate in the Marketing Program which will be administered by the Council, with a quarterly contribution of \$1,515 for each quarter. This payment may be adjusted for inflation annually, but not by more than 10% total in any calendar year, unless the Council, on behalf of all Franchisees, implements a program(s) causing additional fees to be paid. You must make payment for the upcoming quarter directly to the Marketing Fund for the Marketing Program by the 10th day of January, April, July, and October during the term of the Franchise Agreement. If any payment is late, we will have the right, in addition to our other rights and remedies, to deny you access to any and all leads, programs and/or materials created by, and benefits of, the Marketing Program until your payment has been made.

3. You must purchase leads generated by us which are qualified and located in the territory granted to you. You must pay to us on a monthly basis the cost of the leads for the preceding month, which will be the cost incurred by us in generating these leads. In no month will the cost to you of the leads exceed \$1,250 per month, except if the maximum monthly cost per leads is increased or decreased at the Council’s sole discretion. In addition, as described in Items 11 and 12 below, if we participate in job fairs, expos, and other marketing opportunities in your Territory, you have the option to purchase leads we generate at the event at our then-current leads fee and success fee.

4. You must make minimum monthly expenditures on local marketing, advertising, and promotion in the manner as we direct in the Operations Brand Standards Manuals or otherwise in writing. The amount of these expenditures must be, at a minimum: (a) \$~~1500~~⁷⁵⁰ during each calendar month for the first ~~24~~³⁶ months of the term of the Franchise Agreement, and (b) \$~~5~~¹⁰⁰⁰ during each calendar month for the ~~2537~~th month through the end of the term of the Franchise Agreement. You must provide satisfactory evidence to us of all local marketing, advertising, and promotion expenditures in the manner as we direct in the Operations Brand Standards Manuals or otherwise in writing.

5. We may offer you services not offered under the terms of the Franchise Agreement on an optional basis which you may or may not elect to utilize. If you elect to utilize these services, you must pay for these services within 10 days of the payment due date.

6. In addition to the monthly marketing fees described in Note 2 above, there may be services utilized by you which may be recommended or required by the Council for marketing purposes, in accordance with its policies and procedures. You must pay for these services within 10 days of the payment due date.

7. During the term of the Franchise Agreement, you must maintain the general liability insurance and errors and omissions insurance coverage required by the Franchise Agreement at your sole expense, including E & O Insurance from our carrier. If we offer group coverage for errors and omissions insurance, you must participate and pay your pro-rata share of the premium (based on the number of consultants covered). If you do not maintain the required insurance coverage, we may obtain, at our option and in addition to our other rights and remedies under the Franchise Agreement, any required insurance coverage on your behalf and at your cost.

8. In addition to the initial training fee, you must pay to us or the third party trainer designated by us a training fee of \$1,500.00 for each of your employees and/or associates that participate in our initial training program.

9. Insurance premiums due to us which are not paid within 10 days of the due date will be subject to a late fee equal to the lesser of: 10~~8~~% of the delinquent amount or the highest applicable legal rate for open account business credit in your state.

10. If there is a transfer under the Franchise Agreement (as described in Item 17 and the Franchise Agreement), you must pay to us a transfer fee of \$5,000 plus any additional legal expenses and any out-of-pocket costs paid to third parties who participate in training the transferee. The transfer fee may be reduced to \$2,500.00 if the transferee is an existing FranNet franchisee or an associate of an existing FranNet franchisee.

11. If you enter into a successor Franchise Agreement, you must pay to us a successor franchise fee in an amount equal to 25% of our then-current initial franchise fee (or, if no franchises are then being offered, 25% of the initial franchise fee most recently charged).

12. You must indemnify, defend and hold us, our affiliates, members, shareholders, directors, officers, managers, employees, agents, successors and assigns, harmless against and to reimburse us for all obligations, damages and taxes described in Franchise Agreement, for which we are held liable and for all costs we incur in the defense of any claim brought against us, including actual and consequential damages, attorneys', accountants' and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses.

13. You must pay all expenses (including accounting, attorneys', expert witness and arbitrators' fees and costs) incurred by us (a) to remedy any of your defaults of, or enforce any of our rights under, the Franchise Agreement; (b) to effect termination of the License Agreement; and (c) to collect any amounts due under the Franchise Agreement.

14. You must pay to us \$395.00 per calendar quarter for the use of the MyFranNet.com software. We reserve the right to increase this fee.

15. You must pay us a Technology Fee of \$150.00 per calendar quarter for use of the FranNet intranet system. We reserve the right to increase this fee.

ITEM 7
ESTIMATED INITIAL INVESTMENT

Your Estimated Initial Investment

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM MADE
Initial franchise fee ¹	\$15,000 - \$35,000	Lump sum	At signing of Franchise Agreement	Franchisor
Lease ²	\$1,000 - \$2,000	Lump sum	At signing of lease Agreement	Lessor
Leasehold Improvements ³	\$0 - \$2,000	As arranged	Before opening	Lessor/Suppliers
Furnishings ⁴	\$0 - \$2,000	As arranged	Before opening	Lessor/Suppliers
Equipment and Computer System ⁵	\$23,500 - \$57,500	As arranged	Before opening	Suppliers
Supplies ⁶	\$500	As arranged	As incurred	Suppliers
Pre-Opening Training ⁷	\$6,500	As arranged	As incurred	Suppliers
Marketing Program ⁸	\$10,5307,380	Lump sum	Quarterly, in advance	FranNet Marketing Program
Prepaid Insurance Premiums ⁹	\$1,000	Lump sum	Completion of training; as incurred	Franchisor/Insurers
Utility Deposits ¹⁰	\$0 - \$250	As arranged	Before opening; as incurred	Suppliers
MyFranNet.com software license fee (3 months) ¹¹	\$395	Lump Sum	Quarterly, in advance	Franchisor
Technology Fee ¹²	\$150	Lump Sum	Quarterly in advance	Franchisor
Assistant ¹²³ (6 months)	\$600 - \$4,500	As arranged	As incurred	Third party
Additional Funds (6 months) ¹⁴	\$10,000 - \$15,000	As arranged	As incurred	Suppliers

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM MADE
TOTAL	\$49,175 \$44,525.00 - \$87,325 \$81,675.00			

Except as otherwise described in the notes in this Item 7, the chart above provides an estimate of your initial investment for a single, new FranNet Business and the costs necessary to begin operation of your FranNet Business. All costs listed above are estimates only. Actual costs will vary for each franchisee and each location depending upon a number of factors. All fees and payments described in this Item 7 are non-refundable, unless otherwise stated or permitted by the payee.

NOTES

- See Item 5 for a description of the initial franchise fee for licensees.
- You must operate your FranNet Business from a business office in a professional setting for meeting with clients. If you do not already have access to a professional office space, you must lease space in an office building or an executive office suite. We have provided an estimated cost, which estimate includes one month's rent plus one month's rent as security deposit. If you lease office space, your office will generally comprise a space of 250 to 500 square feet, at an approximate cost of approximately \$20 per square foot per year. Depending on the locale, it is possible that your rental costs will be lower or higher than the estimates given in the chart. You should carefully investigate and evaluate all of the potential costs associated with a particular location. We have not provided an estimate of costs incurred for purchasing the premises for a FranNet Business office.
- This estimate includes costs of storage space.
- You must furnish your FranNet Business office. This estimate includes the costs of a desk, chair, and file cabinets.
- You must equip your FranNet Business office. This estimate includes the costs of a digital projector, telephone, an e-mail account, a laptop computer and required software (see Item 11 for further information).
- You must purchase the supplies for your FranNet Business office. This estimate includes the costs of stationary, brochures, business cards, and envelopes.
- This estimate includes the \$5,000 training fee, plus the costs of travel, food and lodging for 1 person to attend the initial training program in Louisville, Kentucky, or another location designated by us required by the Franchise Agreement. We estimate that the training course will be for 5 days.
- You must participate in the FranNet Marketing Program, with a quarterly contribution of \$1,515 payable for each quarter. You must also pay for the mandatory purchase of qualified interest leads at our cost (prior programs averaged \$250 to \$1500 per lead depending on the lead source) payable on a monthly basis for the cost of leads for the preceding month. At the current time we are not purchasing or reselling any internet leads. Upon the completion of initial training, you will remit sufficient payments for the quarterly contribution, to cover all amounts due for the days remaining in the quarter of completion of training plus pre-payment of the following quarter's amount. We may increase the quarterly contribution amounts for inflation, but not by more than 10% total in any calendar year unless the Council implements a program(s) causing additional fees to be paid. This estimate is for the first 2 calendar quarters of operations and 10 leads per month @ \$375 (a total of 60 leads), and does not include any pro-rated amounts which may be due upon your completion of training before any full calendar quarter. In addition, you must make minimum monthly expenditures on local marketing, advertising, and promotion that we direct in the Operations Brand Standards Manuals or otherwise in writing from time to time. These expenditures must be, at a minimum, \$71,500 during each calendar month for the first 2436 months of the Franchise Agreement. This estimate includes 3 months of expenditures at \$1,000,750. You must provide satisfactory evidence of all local marketing, advertising, and promotion expenditures in the manner we direct in the Operations Brand Standards Manuals or otherwise in writing. See Item 11 for further information on the Marketing Program.

9. Before you begin operating your FranNet Business, you must purchase the insurance coverage required by the Franchise Agreement, and described in Note 7 to Item 6, above. The cost of the business insurance coverage will vary from state to state and will depend on your prior loss experience, if any, and/or the prior loss experience of your insurance carrier in the state or locale in which you operate, and national or local market conditions. We anticipate that you must pay your insurance carrier or agent a full or pro-rata share of this annual premium in advance. The estimate provided in the chart above ranges is for a full annual premium. The amount you pay may be less if you only pay the premium in installments.

10. This estimate includes the costs of deposits for gas, electric, telephone and high-speed Internet services that you will need to operate your FranNet Business.

11. You must pay us \$395.00 per calendar quarter for use of the MyFranNet.com software. This is an on-line customer relationship management software system that includes tools for email marketing. This system is necessary for your access to all forms, templates and training materials needed for your FranNet Business. We reserve the right to increase this fee.

12. You must pay us \$150.00 per calendar quarter for use of the FranNet intranet system and use of an email account. We reserve the right to increase this fee.

13. When you begin operating your FranNet business, you must hire the services of an administrative assistant. This can be a virtual assistant or a ~~full-time~~ full-time office assistant. This estimated range described above ranges from a minimal, part-time assistant to a full time assistant.

14. The need for additional funds varies, depending on a variety of factors. We estimate the monies described in the chart will be necessary during the first 6 months of the operation of your FranNet Business in order to stabilize the business. We have relied upon the expenditures paid by, and the experience of, our principal owners in determining this estimate. The actual amount of additional funds you will need depends on factors including your own marketing/sales and operational skills, market, economic conditions and competition.

We do not offer direct or indirect financing to franchisees for any items described above.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate the FranNet Business in accordance with our standards and consistent with the image of a FranNet business as a professional and efficiently operated business. Mandatory standards and operating procedures we prescribe for FranNet businesses in the Operations Brand Standards Manuals or otherwise communicated to you in writing will constitute provisions of the Franchise Agreement.

All Franchisors represented by you and other franchisees must first be approved by us, and all contracts with Franchisors will be negotiated by us. Regional or local opportunities may arise where a Franchisor not yet ready to be considered for our national inventory, or which may have a specific market need, may come to your attention. Before you may provide Services to this Franchisor, you must request and obtain our consent. You may not provide Services to this Franchisor until consent is obtained in writing from us.

During the term of the Franchise Agreement, you must maintain general liability insurance and errors and omissions insurance coverage at your sole expense and under policies of insurance issued and administered by carriers approved by us. If we offer group insurance coverage, you must participate and pay your pro-rata share of the premium (based on the number of consultants covered, which includes you and all of your employees and associates). We do not make a profit on your purchase of insurance.

You must also purchase or lease the computer hardware and software we require for use in your Business (see Item 11 for further information).

Neither we nor persons affiliated with us are currently approved suppliers. Neither we, nor any of our officers, own an interest in any supplier.

We formulate and modify specifications and standards imposed upon franchisees by evaluating our prior operational experience, and the market acceptance of Franchises. We need not issue our specifications and standards to franchisees or approved suppliers, nor are criteria for supplier approval made available to franchisees. If we do issue specifications on equipment, computer hardware, or software, we will provide these specifications in written or electronic communication to you. We do not require you to obtain our approval for obtaining goods and services from any computer supplier. We do not charge a fee to secure approval of any supplier.

We estimate that the proportion of your required purchases from suppliers approved by us to all your purchases of goods and services in establishing the Franchised Business will be approximately 2% - 10%, and in operating the Franchised Business will be approximately 1% - 5%. There are no purchasing or distribution cooperatives related to our franchisees. We do not provide any material benefit to franchisees for use of approved suppliers. Other than contracts with Franchisors, we do not negotiate purchase arrangements with our suppliers for the benefit of our franchisees. We do not currently derive revenue or receive any material benefit from any suppliers due to these suppliers' transactions with us or our franchisees.

Our total revenue in fiscal year ending December 31, 2019~~8~~ was \$~~14,360,311~~~~49,086,342~~. Our net revenues from franchisees for products or services that franchisees are required to purchase from us or suppliers approved by us, or under our specifications, was \$0, representing approximately 0% of our total revenues.

ITEM 9
FRANCHISEE'S OBLIGATIONS

THIS TABLE LISTS YOUR PRINCIPAL OBLIGATIONS UNDER THE FRANCHISE AND OTHER AGREEMENTS. IT WILL HELP YOU FIND MORE DETAILED INFORMATION ABOUT YOUR OBLIGATIONS IN THESE AGREEMENTS AND IN OTHER ITEMS OF THIS DISCLOSURE DOCUMENT.

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	ITEM IN DISCLOSURE DOCUMENT
a. Site selection and acquisition/lease	2.4	Item 11
b. Pre-opening purchases/leases	None	Items 7 and 8
c. Site development and other pre-opening requirements	None	Items 7 and 11
d. Initial and ongoing training	4	Items 6, 7 and 11
e. Opening	2.4	Item 11
f. Fees	9, 11.5 and 13.3	Items 5, 6 and 7
g. Compliance with standards and policies/ Operating Manual	5.2 and 10.1	Items 8 and 11
h. Trademarks and proprietary information	6 and 8	Items 13 and 14
i. Restrictions on products & services offered	2.4 and 11.8	Items 8 and 16
j. Warranty and customer service requirements	None	No provision
k. Territorial development and sales quota	10.4	Item 12
l. Ongoing product & service purchases	10.3	Item 8

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	ITEM IN DISCLOSURE DOCUMENT
m. Maintenance, appearance and remodeling requirements	None	Item 11
n. Insurance	9.32 and 10.3	Items 6 and 7
o. Advertising	11	Items 6, 7 and 11
p. Indemnification	7.4	Item 6
q. Owner's participation/Management/Staffing	2.2 and 13.6	Items 11 and 15
r. Records and reports	12	Item 6
s. Inspections and audits	12	Items 6 and 11
t. Transfer	13	Item 17
u. Renewal	16	Item 17
v. Post-termination obligations	15	Item 17
w. Non-competition covenants		Item 17
x. Dispute resolution	17	Item 17

ITEM 10
FINANCING

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

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

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

Pre-Opening Obligations

Before the FranNet Business opens, we are required by the Franchise Agreement to provide the following to you:

1. We will loan to you during the term of the Franchise Agreement our confidential, proprietary Systems Documentation Materials, including all system and procedures for dealing with Prospects and Franchisors (the "Operations Brand Standards Manuals", or "Manuals") (License Agreement, Sections 3.1 and 5.2);
2. We will provide to you our initial training program (Franchise Agreement, Section 3.2); and
3. We will provide you with the specifications for your use of the Proprietary Marks (Franchise Agreement, Section 3.4).
4. We do not select a site for your office. You are solely responsible for obtaining an office.

Continuing Obligations

After the FranNet Business opens, we are required by the Franchise Agreement to provide the following to you:

1. We will periodically provide you with guidance and assistance with respect to (a) the marketing of the services offered by FranNet Businesses, (b) information about the Franchisors represented by FranNet, (c) general operating procedures, and (d) changes in any of the above that occur periodically. This guidance and assistance will, in our discretion, be furnished in the form of the Operations Brand Standards Manuals, bulletins, written reports and recommendations, other written publications and materials, electronic mail and telephone consultations (Franchise Agreement, Section 5.1);
2. We will pay your commissions and other compensation as set forth in Exhibit B to the Franchise Agreement (Franchise Agreement, Section 3.5); and
3. We will provide you with optional continuing training sessions (Franchise Agreement, Section 4).

Advertising Programs

FranNet Marketing Program. You must participate in the FranNet Marketing Program ("Marketing Program") which produces leads to franchisees operating a FranNet business and conducts various marketing activities specified by the Council, including engagement of a public relations on-line service, payment of our association dues (including International Franchise Association and Canadian Franchise Association dues); maintaining, administering, directing, conducting, and preparing advertising, marketing, public relations materials, sales materials and or promotional programs and materials; and payment of other costs that the Council believes are appropriate to enhance, promote and protect the System and brand (see Items 6 and 7 for further information). (Franchise Agreement, Section 11.2.) The Marketing Program may place local, regional or national advertising and may conduct any other activity that the Council feels is an effective method to produce leads for Prospects. Since we do not operate a FranNet Business, we do not participate in the FranNet Marketing Program, except we assign one member to the Council in

an advisory capacity only. We do not guarantee that you will benefit from the Marketing Program in proportion to your contributions to the Marketing Program.

The Marketing Program is administered entirely by the Council (Franchise Agreement, Section 11.2. The members of the Council are selected by vote of all franchisees. The Council has the power to decide on the use of the Marketing Program, and is advisory to us on other issues. The Council will operate under written documents which must be approved by us in advance in writing. We have no right to change or dissolve the Council. The Marketing Program may place local, regional or national advertising, and may conduct any other activity that the Council believes is an effective method to produce leads for Prospects. (Franchise Agreement, Section 11.2.3). The Council will assign all appropriate leads produced from the activities funded by the Marketing Program to the appropriate franchisee (Franchise Agreement, Section 11.3)

We may obtain leads for Prospects from the internet, print publications, Franchisors or other sources. You must purchase leads generated by us which are qualified and located in your Territory. You must pay to us on a monthly basis the cost of the leads for the preceding month, which will be the cost incurred by us. However, in no month will the cost to you of the leads exceed \$1,250 per month, except as the maximum monthly cost per leads is increased or decreased in the Council's sole discretion. We will provide an invoice to you within 5 days of the end of each month containing the total cost of the leads for the preceding month. The Council will assign all appropriate leads produced. This assignment will be done in your Territory in accordance with the terms of your Franchise Agreement and policies established by us. (Franchise Agreement, Section 11.3). We reserve the unconditional right to refuse to allow you to participate in the Marketing Program and the internet lead program previously described if you are in breach of the Franchise Agreement or any other agreement materially affecting us (Franchise Agreement, Section 11.4). The source of the advertising is from a national advertising agency or public relations firm. We do not intend to use any monies contributed to the Marketing Program for the solicitation of the sale of franchises.

You have the first option to participate in job fairs, expos, or other marketing opportunities located in your Territory. You are encouraged to enlist participation of neighboring franchisees to share the cost of these events. If you elect not to participate in such job fairs, expos, or other marketing opportunities in your Territory, we may, with or without other franchisees, participate in job fairs, expos, or other marketing opportunities in your Territory. In such event, we will offer leads generated first to the franchisee in whose territory the marketing opportunity was located, at our then-current lead fee and success fee (as described in the Brand Standards Manual). If you decline or refuse to purchase one or more leads generated at the marketing opportunity, we have the right to sell the leads to other franchisees.

The Marketing Program is funded by contributions from all franchisees (Franchise Agreement, Section 11.2.1). You will participate in the Marketing Program, with a quarterly contribution of \$1,515 for each quarter. These contribution amounts will not be increased by more than 10% total in any calendar year, unless the Council implements a program(s) causing additional fees to be paid. Certain franchisees may be required to contribute at a different rate based on the acquisition costs of leads. The Marketing Program's financial statements will be available for review by franchisees on written request, but it will not be audited. All sums paid by you to the Marketing Program will be maintained in an account separate from our other monies and will not be used to defray any of our expenses, except as otherwise described in Section 11.2.1 of the Franchise Agreement. We are not obligated to make expenditures for you which are equivalent or proportionate to your contribution, or to ensure that any particular franchisee benefits directly or from expenditures by the Marketing Program. It is anticipated that all contributions to and earnings of the Marketing Program fund will be expended for advertising and/or promotional purposes during the taxable year within which the contributions are made. If, however, excess amounts remain in the Marketing Program fund at the end of the taxable year, all expenditures in the following taxable year(s) will be made first out of accumulated earnings from previous years, next out of earnings in the current year, and finally from contributions. The Council will have sole discretion to establish the budget for the Marketing Program, including the monthly marketing contribution. You acknowledge that monies in the Marketing Program are not a trust or asset of ours, and that neither we nor the Council are a trustee of the Marketing Program or the monies in it or a fiduciary to you with respect to them. (Franchise Agreement, Section 11.2.1).

In calendar year 2019~~8~~, 0% of the Marketing Program funds were used for production, 100% was used on media and public relations placement, and 0% on administration and other expenses.

You must not solicit or accept marketing contributions, payments or support from a Franchisor (except you and a Franchisor may participate in a local event or trade show in your market and the Franchisor may contribute monetarily to that event). You must refer to us any expressions of interest, made by a Franchisor to you, for providing any marketing contributions, payments or support (Franchise Agreement, Section 11.5).

Advertising. Before you use or disseminate advertising and promotional materials which were not prepared or approved by us, you must submit samples of the materials to us. We retain the right to require that you cease using any advertising or promotional materials that violate any state or federal laws, rules or regulations or that we consider to constitute an unauthorized use of our Marks. (Franchise Agreement, Section 11.7). We have a “social media policy” describing how you may utilize social media such as FaceBook, LinkedIn, and Twitter in operating your FranNet Business. You must comply with our requirements in connection with your use of social media.

Web Site. We will have the right, but not the obligation, to establish and maintain a Web Site (which may promote the Marks and/or the System, or serve as an intranet, extranet, or other means of electronic communication within the System). We will have the sole right to control all aspects of the Web Site, including its design, content, functionality, links to other websites, legal notices, and policies and terms of usage. We will also have the right to discontinue operation of the Web Site at any time without notice to you. Except as we otherwise approved in advance in writing, you must not establish or maintain a separate Web Site, or otherwise maintain a presence or advertise on the Internet or any other public computer network in connection with the FranNet Business. If we grant this approval, you must establish and operate the Web Site in accordance with our standards and policies provided to you in the Operations Brand Standards Manuals or otherwise in writing. (Franchise Agreement, Section 11.9).

Operations Brand Standards Manuals

You must operate the FranNet Business in accordance with the Operations Brand Standards Manuals provided to you. We may revise the contents of the Operations Brand Standards Manuals, and you must comply with each new or changed standard. You must at all times insure that your copy of the Operations Brand Standards Manuals is kept current and up to date. The Table of Contents of the Operations Brand Standards Manuals is attached to this offering circular as Exhibit F. The total number of pages and the number of pages devoted to each topic are reflected in the Table of Contents.

Site Selection

You must have a business office physically located within your Territory, and you must have access to a business office in a professional setting for meeting with clients, which must at all times be physically located within your Territory. You are solely responsible for selecting your office location. Written consent to open an office will be granted based on our judgment that a) the office to be opened will not interfere with any existing or contemplated FranNet contractual agreement, or b) the opening of the office will not be injurious to the FranNet system in whole or in part. You must concentrate your primary Business activities within the Territory. You must begin operation of your Business within 90 days of the date you sign the Franchise Agreement. We do not need to approve a proposed site.

Typical Length of Time Between Signing Franchise Agreement and Opening Franchised Business

We anticipate the typical length of time between signing the Franchise Agreement or the first payment of consideration for the Franchised Business and opening a FranNet Business will be 90 days. The factors that affect this time are your ability to obtain office space and to complete the initial required training course to our satisfaction.

Training Program

Within 3 months of signing the Franchise Agreement and before you commence operation of your FranNet Business, you and your associates or employees whose responsibilities include communicating or meeting with Prospects must attend and complete, to our satisfaction, our initial training program concerning the System and the operation of a FranNet Business. The initial training program will consist of approximately 5 days of training and will take place at our training facility in Louisville, Kentucky, or another city designated by us. Instructional materials for the training program are the Operations Brand Standards Manuals, course material, software instruction, office management material, and other promotional literature. Training programs are conducted every quarter on an as-

needed basis. All training will be conducted by an experienced employee of FranNet or Franchisee, and also may be performed by third parties, such as a business coach.

All of your employees and associates whose responsibilities will include communicating or meeting with Prospects must also attend and complete the initial training program to our satisfaction before the employee's or associate's communication or meeting with any Prospect. We will provide you with optional continuing training sessions at our headquarters or one of our regional training sites. In addition, you and any of your employees or associates who meet with Prospects must attend at least one FranNet National Meeting for Franchisees annually.

For all training programs, seminars and meetings required by the Franchise Agreement, you will be responsible for (1) any training fee imposed by us or a third party providing training to you, your employees, and associates, and (2) any and all expenses incurred by you, your employees, and associates in attending these programs and seminars, including the costs of transportation, lodging, meals, and wages.

INITIAL TRAINING PROGRAM

Subject	Hours of Virtual Classroom Training	Hours of HQ Classroom Training	Training Location
Pre-Training (tools, insurance, CRM, etc.)	<u>8</u>		<u>Go To Webinar</u> Home
On-Site Visit to Coach's Office	<u>0</u>	<u>0</u>	Coach's Office Location TBD
Introduction to FranNet & What We Do the PFA	<u>1.5</u>	<u>0</u> <u>4</u>	Designated FranNet Training Location <u>Go To Webinar & HQ Office</u>
Step 1: Generating Leads Marketing & Advertising Generate & Qualifying Contact	<u>12</u>	<u>32</u>	<u>Go To Webinar & HQ Office</u> Designated FranNet Training Location
Sandler Training	<u>0</u>	<u>1</u>	<u>HQ Office</u>
Seminars	<u>0</u>	<u>1</u>	<u>HQ Office</u>
Meeting Prep	<u>0</u>	<u>8</u>	<u>HQ Office</u>
Frick & Frack	<u>2</u>	<u>1</u>	<u>Go To Webinar & HQ</u>
Marketing (PR, Advertising, Social Media, etc.)	<u>1</u>	<u>3</u>	<u>Go To Webinar & HQ</u>
Goal Setting	<u>0</u>	<u>1</u>	<u>HQ Office</u>
Challenge Teams	<u>0</u>	<u>.5</u>	<u>HQ Office</u>
Seminar Presentations	<u>0</u>	<u>2</u>	<u>HQ Office</u>
Review/ Recap, Q&A	<u>0</u>	<u>1</u>	<u>HQ Office</u>
Working with Recruiting Sources	<u>0</u>	<u>1</u>	Designated FranNet Training Location
Referral Sources	<u>2</u>	<u>1</u>	Designated FranNet Training Location
Working with Internet Leads	<u>0</u>	<u>1</u>	Designated FranNet Training Location
Seminars	<u>3</u>	<u>5</u>	Designated FranNet Training Location
Step 2: Initial Contact, Screening,	<u>0</u>	<u>2</u>	Designated FranNet Training Location

Subject	Hours of Virtual Classroom Training	Hours of HQ Classroom Training	Training Location
Making/Getting Appointments			
The FranNet Questionnaire	0	1	Designated FranNet Training Location
Step 3: Meeting Preparation	3	2	Designated FranNet Training Location
The Face-to-Face Meeting- Role Plays	0	5	Designated FranNet Training Location
Dealing with Franchisors	0	1	Designated FranNet Training Location
Inventory: Matching Clients with Franchisors	1	1	Designated FranNet Training Location
Post-Meeting Follow-Up	1	1	Designated FranNet Training Location
Technology Tools	1	0	Designated FranNet Training Location
Legal Issues	1	0	Designated FranNet Training Location
E & O	1	0	Designated FranNet Training Location
Next Steps	0	1	Designated FranNet Training Location

Computer Hardware/Software

You must purchase or lease, and subsequently maintain, the computer hardware and software we specify or require periodically for use in your FranNet Business. You must also install and maintain the equipment, make the arrangements, and follow the procedures we require in the Manuals for the establishment and maintenance of Internet access (which must be high-speed if available), intranet or extranet access, e-mail account(s), or other means of electronic communication as we specify periodically.

We currently require that you purchase and use a laptop computer with Internet access. The computer system will be used for generating leads. We estimate the cost of the computer hardware and software to be between \$~~3,52,000~~ and \$~~7,55,000~~. We do not currently have independent access to the information and data generated by your computer system, and we are not obligated to provide or assist you in obtaining your computer system. You are not required to upgrade computer hardware or software unless we recommend that you implement a new software or computer hardware for the operation of the FranNet Business and this implementation results in your inability to communicate with us. There are no limitations on the cost and frequency of maintenance or upgrade of the computer hardware or software.

**ITEM 12
TERRITORY**

You will be granted a specific territory (the “Territory”) in which to operate your Franchised Business. Your Territory will be defined as a specific geographic area identified using commonly understood state, county, municipal or postal area definitions. Your Territory will generally be located in one of the top 100 markets in North America with a minimum population of ~~51,000,000~~. In certain markets there may be more than one franchisee if we determine that the market needs additional franchisees and if your Franchise Agreement does not prohibit us from entering into another franchise agreement for that market.

You must concentrate your primary FranNet Business activities within the Territory. You are permitted to solicit Prospects and market your services only within the Territory. You may work with any Prospect referred to you

by a friend, relative, or other prior relationship, regardless of their domicile. All purchased leads, and all other leads generated from the internet, must be routed through our leads disbursement system in accordance with our internet lead policy described in the Operations Brand Standards Manuals or otherwise in writing from time-to-time, except those specifically restricted. If you should elect to expand into another Territory, then with our express written consent, you will sign our then-current FranNet Franchise Agreement for your expanded territory.

During the term of the Franchise Agreement, we will not locate, nor grant a franchise to anyone else to locate, an office for another FranNet Business within the Territory if you comply with the Franchise Agreement. There are no restrictions on your relocation of the FranNet Business so long as the relocation is within the Territory, and the relocated facility is acceptable to us, as outlined in the Franchise Agreement. You cannot unilaterally modify the Territory. If you wish to do so, you must obtain our prior approval and the Franchise Agreement will need to be amended. Our approval is based on certain factors, including your ability to meet annual minimum production schedule quotas and whether relocation will result in us obtaining a replacement franchisee with better performance results.

You have the first option to participate in job fairs, expos, or other marketing opportunities located in your Territory. You are encouraged to enlist participation of neighboring franchisees to share the cost of these events. If you elect not to participate in such job fairs, expos, or other marketing opportunities in your Territory, we may, with or without other franchisees, participate in job fairs, expos, or other marketing opportunities in your Territory. In such event, we will offer leads generated first to the franchisee in whose territory the marketing opportunity was located, at our then-current lead fee and success fee (as described in the Brand Standards Manual). If you decline or refuse to purchase one or more leads generated at the marketing opportunity, we have the right to sell the leads to other franchisees.

We retain the following rights, through affiliates or directly, to: (1) sell (or authorize others to sell) services that are not competitive with the Services authorized for FranNet Businesses, using trade names, trademarks, service marks and commercial symbols other than the Marks; (2) operate and grant to others the right to operate FranNet Businesses that are located in any other territory; (3) sell (or authorize others to sell) services other than the Services, including consulting services, using the Marks within or outside of the Territory; (4) sell (or authorize others to sell) Services using trade names, trademarks, service marks and commercial symbols other than the Marks, within or outside of the Territory; and (5) sell (or authorize others to sell) Services through other channels of distribution for Franchisors in which we or our affiliates have ownership interests. You will not be compensated if we or our affiliates solicit or accept business from inside your Territory.

You must meet the annual minimum production schedule as a quota, which will be specified in your Franchise Agreement as a dollar amount or number of deals. In the event that you do not meet the production schedule, at our option, we will have the right to any or all of the following remedies: (1) suspend our performance and obligations under the Franchise Agreement; (2) terminate the territorial protection granted under the Franchise Agreement, and we will have the right to establish and operate, and franchise others to establish and operate, FranNet Businesses within your Territory; (3) reduce the size of your Territory for which you are granted territorial protection under the Franchise Agreement; (4) demand payment of 25% of the difference between the commission quota set forth on Exhibit "C" of the Franchise Agreement and the commissions earned in the applicable year, payable by March 31 in the year following of such deficiency (a "Shortfall Fee"); and (5) upon 30 days prior notice terminate the Franchise Agreement.

We may authorize you to open more than one FranNet Business office within your Territory, depending on market demand factors. Otherwise, you will not be granted any option, or right of first refusal or similar right to acquire additional licenses within your Territory, or in a contiguous territory. Except as otherwise described above in this Item 12, your Territory may not be changed during the term of the Franchise Agreement

As described in Item 1, our Predecessors entered into various business arrangements with independent associates who operate under the name "FranNet" and provide franchise-consulting services. To some extent, you may have to compete with these associates. We have not established, nor do we presently intend to establish, other franchises or company-owned outlets, or other channels of distribution selling or leasing similar products or services under a different trade name or trademark; but, we retain the right to do so without providing any compensation to you. Neither we nor our affiliates are restricted from establishing other franchises or company-owned outlets or other

channels of distribution selling or leasing similar products or services under a different mark.

ITEM 13
TRADEMARKS

You will be granted the right, by the License Agreement, to establish and operate a Franchised Business under the Mark “FranNet” and other trademarks, trade names, and service marks as we may designate as part of the System (collectively the “Marks”).

We have registered the following Marks on the Principal Register of the United States Patent and Trademark Office (“USPTO”) the following mark:

Service Mark	Registration Number	Registration Date
FRANNET THE FRANCHISE CONNECTION	2183697	August 25, 1998
FRANNET	3721884	December 8, 2009
	3725072	December 15, 2009
<u>PROVEN MATCH POWERED BY FRANNET</u>	<u>4619900</u>	<u>October 14, 2014</u>
<u>LOCAL. TRUSTED. FRANCHISE EXPERTS.</u>	<u>4278344</u>	<u>January 22, 2013</u>

There are no agreements currently in effect which significantly limit our right to use or license the use of these Proprietary Marks which are in any manner material to the franchise. We do not actually know of any superior rights or infringing uses that could materially affect your use of the Marks in this state or elsewhere.

All required affidavits pertaining to these registrations have been filed. There are no currently effective material determinations of the Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state, or any court, nor any pending infringement, opposition, or cancellation proceeding, nor any pending material litigation involving the Marks which may be relevant to their use in this state or otherwise.

You must promptly notify us in writing of any use, claims or rights to, or a trademark identical to or confusingly similar to our Marks that you become aware of. We have the sole right to direct and control any administrative proceeding or litigation involving the Marks, including any settlements. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks. We need not defend you against any third-party claim, suit, or demand arising out of your use of the Marks. We need not indemnify you for expenses or damages for which you may be liable as a result of your use of the Marks.

If it becomes advisable at any time in our sole judgment for your FranNet Business to modify or discontinue the use of any of the Marks, or for your FranNet Business to use one or more additional or substitute trademarks or service marks, you must comply with our directions to modify or otherwise discontinue the use of the Mark, or use one or more additional or substitute trademarks or service marks, within a reasonable time after our notice to you, at your sole cost and expense.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights

We do not own any right in, or to, any patents or registered copyrights that are material to the license. Although we have not filed an application for copyright registration for the Operations Brand Standards Manuals or our proprietary Questionnaire or “Roadmap to Success”) (formerly “Blueprint for Success”) [or “Crossroads”](#) brochure, we claim copyrights and the information and material is proprietary.

Confidential Operations Brand Standards Manuals

To protect our reputation and goodwill and to maintain high standards of operation under our Marks, you must operate your business in accordance with the Operations Brand Standards Manuals. Upon your completion of our initial training program to our satisfaction, we will loan you one copy of our Operations Brand Standards Manuals for the term of the Franchise Agreement. The Operations Brand Standards Manuals will contain mandatory and suggested specifications, standards and operating procedures which we prescribe for FranNet Businesses.

The Operations Brand Standards Manuals may be modified periodically by us to reflect changes in operating procedures and other aspects of operating your FranNet Business. The most current version of the Operations Brand Standards Manual will be maintained on the myfranet.com website. You must keep apprised of changes to the Operations Brand Standards Manual by periodically checking the myfranet.com website. If a dispute develops with respect to the contents of the Operations Brand Standards Manuals, the master copies we maintain at our principal office will be controlling. You agree that you will not permit any part of the Operations Brand Standards Manuals to be copied or disclosed without our permission.

Confidential Information

We own, and may develop in the future, certain confidential and proprietary information and/or trade secrets consisting of the following categories of information: (1) methods, techniques, formats, specifications, procedures, information related to, and knowledge of and experience in, the development, operation and franchising of FranNet Businesses (including our proprietary Questionnaire, “ Roadmap for Success” brochure, and “Cross Roads “ brochure); (2) the contents of the Operations Brand Standards Manuals; and (3) marketing and promotional programs for FranNet Businesses. If you are aware during the term of the Franchise Agreement of any unauthorized access or use of this confidential information, you must timely inform us of any unauthorized use. You may not use the confidential information in any other business or capacity and must maintain the absolute confidentiality of the confidential information during and after the term of the Franchise Agreement.

In order to protect the confidential information against unauthorized use or disclosure, during the term of the Franchise Agreement and subsequently, neither you, nor any member of your immediate family (and if a corporation, limited liability company or partnership is the Franchisee, neither the shareholders, members, partners nor any members of their immediate families) may use the confidential information in any business activities other than through your FranNet Business, nor will you or they use any identity other than that of a FranNet franchisee.

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

You must perform your obligations under the Franchise Agreement faithfully and honestly, and to continuously exert your best efforts to promote and enhance your FranNet Business, for the full term of the Franchise Agreement. You (or, if you are a corporation, partnership or limited liability company, at least one of your principals who has completed our initial training program) must participate personally in the direct operation of the FranNet Business as supervisor and manager.

At our request, your manager and other personnel having access to any of our confidential information, as we require, must sign our non-competition covenants and covenants that they will maintain the confidentiality of information they receive in connection with their employment by you at your FranNet Business. Your manager(s) and employee(s) who receive any of our proprietary materials must return these materials to us upon leaving your

employment and must maintain the confidentiality of these materials. The on-premises supervisor must successfully complete the initial training program; however, if you are an entity, this supervisor need not have a particular equity interest in the FranNet Business.

You may add additional sales personnel in your Territory if they (a) have been approved by us; (b) are covered in a written agreement to which you and we are parties; and (c) comply with all training and professional standards required by us.

All principal owners of the Franchisee must also personally guarantee all of the obligations of the Franchisee under the Franchise Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

All Franchisors represented by you and other franchisees must first be approved by us, and all contracts with Franchisors will be negotiated by us. Regional or local opportunities may arise where a Franchisor not yet ready to be considered for our national inventory, or which may have a specific market need, may come to your attention. Before you may provide Services to this Franchisor, you must request and seek our consent. You may not provide Services to this Franchisor until consent is obtained in writing by us.

You may only provide the consulting and other services authorized under the Franchise Agreement, and only to Franchisors approved in writing by us. You must provide all services designated by us in the Franchise Agreement, the Operations Brand Standards Manual, or other written form.

The Franchise Agreement does not limit our right to make changes in the types of authorized goods and services.

See Item 12 for restrictions related to your Territory.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists important provisions in the Franchise Agreement. You should read these provisions in the Franchise Agreement attached to this disclosure document.

THE FRANCHISE RELATIONSHIP

	PROVISION	SECTION IN LICENSE AGREEMENT	SUMMARY
a	Length of the franchise term	2.2	10 years.
b	Renewal or extension of the term	16	You will have the option to enter into successor franchises for additional, consecutive terms of 10 years.
c	Requirements for franchisee to renew or extend	16	You have complied with your Franchise Agreement and not had any bona fide defaults for the last 2 years of the initial term; sign our then current form of Franchise Agreement and ancillary agreements for new franchisees which may contain terms materially different from the terms of the initial Franchise Agreement; sign a general release of all claims against us; pay a successor license fee; and request the successor franchise not more than 180 days nor less than 60 days before the end of the term of the Franchise Agreement.

	PROVISION	SECTION IN LICENSE AGREEMENT	SUMMARY
d	Termination by franchisee	Not applicable	The Franchise Agreement does not contain this provision.
e	Termination by franchisor without cause	Not applicable	The Franchise Agreement does not contain this provision.
f	Termination by franchisor with cause	14	We have the right to terminate the Franchise Agreement with cause. Depending upon the reason for termination, we may not provide you an opportunity to cure. See this Item 17(g) and (h) for further description.
g	Cause defined – curable defaults	14.2	Except as described in this Item 17(h), you have 30 days to cure defaults.
h	Cause defined – non-curable defaults	14.1	Non-curable defaults include: failure to complete initial training; abandonment; material misrepresentation or omission in franchise application; conviction of or plead no contest to certain crimes or offenses; unauthorized transfer; unauthorized use, duplication or disclosure of confidential information, the Marks or the Operations Brand Standards Manuals; violation of terrorist laws, ordinances or regulations; failure on 2 or more occasions within a 12-month period to make payments or comply with the Franchise Agreement; failure to achieve your production quotas; provision of Services to an unapproved Franchisor; failure to attend 3 or more FranNet national meetings in any 5-year period, unless due to documented health reasons or other reasons beyond your control; and others.
i	Franchisee’s obligations on termination/ non-renewal	15	Pay all monies owed to us or our affiliates; cease using the Marks; return to us, remove the Marks from, or destroy (whichever we specify) all forms and materials containing the Marks or otherwise relating to a FranNet Business; cancel any assumed name or equivalent registrations relating to your use of any Mark; assign any internet address, telephone advertising, telephone number, or web site containing any of our Marks; assign to us administrative authority over all social media accounts; and cease using our confidential information and return to us the Operations Brand Standards Manuals and any other confidential materials. There are other obligations as well.
j	Assignment of contract by franchisor	13.1	We have the right to transfer our interests in the Franchise Agreement to any person or legal entity.
k	“Transfer” by franchisee – definition	13.2	You may not transfer the Franchise Agreement or any interest in it, any material asset, or any part or all of the ownership of Franchisee without our prior written approval.
l	Franchisor’s approval of transfer by franchisee	13.2	Any purported transfer not having our written approval will constitute a breach of the Franchise Agreement and convey no rights or interests.

	PROVISION	SECTION IN LICENSE AGREEMENT	SUMMARY
m	Condition for franchisor's approval of transfer	13.3	Conditions of approval include: our prior written consent; the transferee is of good moral character and otherwise meets our then-applicable standards for Franchisees; the transferee has sufficient business experience, aptitude and financial resources to operate a FranNet Business; your monetary obligations have been satisfied; the transferee has completed our training programs; you or the transferee pays a transfer fee plus our out-of-pocket costs paid to third parties who participate in training the transferee; the transferee signs our then-current form of license agreement, and the transferee's principals guarantees the transferee's performance in writing; transferor signs a general release; and others.
n	Franchisor's right of first refusal to acquire franchisee's business	Not applicable	The Franchise Agreement does not contain this provision.
o	Franchisor's option to purchase franchisee's business	Not applicable	The Franchise Agreement does not contain this provision.
p	Death or disability of franchisee	13.4	Upon your death or permanent disability, an approved transfer must occur within 6 months.
q	Non- competition covenants during the term of the franchise	15.5	Neither you nor any immediate family member will maintain any direct or indirect ownership interest in or business affiliation with, or provide any services to, any entity that operates a similar business within your Territory and/or within an area that is within a 50-mile radius of (i) your Territory, or (ii) any other FranNet business.
r	Non- competition covenants after the franchise is terminated or expires	15.5	For a period of one year commencing on the date of termination or expiration, neither you nor any immediate family member will maintain any direct or indirect ownership interest in or business affiliation with, or provide any services to, any entity that operates a similar business within your Territory and/or within an area that is within a 50-mile radius of (i) your Territory, or (ii) any other FranNet business.
s	Modification of the Agreement	17.8	Except as expressly provided otherwise in the Franchise Agreement, all modifications to the Franchise Agreement must be in writing and signed by both parties.
t	Integration/merger clauses	17.8	The Franchise Agreement constitutes the entire agreement between the parties. Nothing in the Franchise Agreement or any related agreement is meant to disclaim representations made by us in this Franchise Disclosure Document.
u	Dispute resolution by arbitration or mediation	17.3	Most disputes and claims relating to the Franchise Agreement will be settled by arbitration at the office of the American Arbitration Association located in the city and state in which our headquarters is located, under the then-current Commercial Arbitration Rules of the American Arbitration Association.
v	Choice of forum	17.7	The state and federal courts in Philadelphia, Pennsylvania.

	PROVISION	SECTION IN LICENSE AGREEMENT	SUMMARY
w	Choice of law	17.6	The Franchise Agreement will be governed by the laws of the State of Pennsylvania.

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote our licenses.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to disclose 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 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 performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting **Jania Bailey, CEO at 10302 Brookridge Village Blvd., Suite 201, Louisville, Kentucky 40291 (502-753-2380)**, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2016-2019

<u>Outlet Type</u>	<u>Year</u>	<u>Outlets at Start of Year</u>	<u>Outlets at End of Year</u>	<u>Net Change</u>
<u>Franchised *</u>	<u>2017</u>	<u>55</u>	<u>57</u>	<u>2</u>
-	<u>2018</u>	<u>57</u>	<u>56</u>	<u>-1</u>
<u>Outlet Type</u>	<u>Year</u>	<u>Outlets at Start of Year</u>	<u>Outlets at End of Year</u>	<u>Net Change</u>
	<u>2019</u>	<u>56</u>	<u>56</u>	<u>0</u>
<u>Company Owned</u>	<u>2017</u>	<u>0</u>	<u>0</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>	<u>0</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Total Outlets *</u>	<u>2017</u>	<u>55</u>	<u>57</u>	<u>2</u>
-	<u>2018</u>	<u>57</u>	<u>56</u>	<u>-1</u>
-	<u>2019</u>	<u>56</u>	<u>56</u>	<u>0</u>

Outlet Type	Year	Outlets at Start of Year	Outlets at End of Year	Net Change
<u>Franchised*</u>				
-	2016	54	55	+1
-	2017	55	56	+1
	2018	56	55	-1
<u>Company Owned</u>				
-	2016	0	0	0
-	2017	0	0	0
	2018	0	0	0
<u>Total Outlets*</u>				
-	2016	54	55	+1
-	2017	55	57	+2
	2018	57	56	-1

* Does not include Hobassco Agreements

Table No. 2
Transfers of Franchised Outlets
For Years 2017-2019

<u>State</u>	<u>Year</u>	<u>Number of Transfers</u>
<u>Alabama</u>	2017	0
-	2018	0
-	2019	0
<u>Alaska</u>	2017	0
-	2018	0
-	2019	0
<u>Arizona</u>	2017	0
-	2018	0
-	2019	0
<u>Arkansas</u>	2017	0
-	2018	0
-	2019	0
<u>California</u>	2017	0
-	2018	0
-	2019	0
<u>Colorado</u>	2017	0
-	2018	0
-	2019	0
<u>Connecticut</u>	2017	1

-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>Delaware</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>1</u>
-	<u>2019</u>	<u>0</u>
<u>District of Columbia</u>	<u>2017</u>	<u>0</u>
<u>State</u>	<u>Year</u>	<u>Number of Transfers</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>Florida</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>2</u>
-	<u>2019</u>	<u>0</u>
<u>Georgia</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>Hawaii</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>Idaho</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>Illinois</u>	<u>2017</u>	<u>2</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>Indiana</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>Iowa</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>Kansas</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>1</u>
<u>Kentucky</u>	<u>2017</u>	<u>1</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>Louisiana</u>	<u>2017</u>	<u>1</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>Maine</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>Maryland</u>	<u>2017</u>	<u>0</u>

-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>Massachusetts</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>Michigan</u>	<u>2017</u>	<u>0</u>
<u>State</u>	<u>Year</u>	<u>Number of Transfers</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>Minnesota</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>Mississippi</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>Missouri</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>1</u>
<u>Montana</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>Nebraska</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>Nevada</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>New Hampshire</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>New Jersey</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>1</u>
-	<u>2019</u>	<u>0</u>
<u>New Mexico</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>New York</u>	<u>2017</u>	<u>1</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>North Carolina</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>North Dakota</u>	<u>2017</u>	<u>0</u>

-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>Ohio</u>	<u>2017</u>	<u>1</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>Oklahoma</u>	<u>2017</u>	<u>0</u>
<u>State</u>	<u>Year</u>	<u>Number of Transfers</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>Oregon</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>Pennsylvania</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>1</u>
-	<u>2019</u>	<u>0</u>
<u>Rhode Island</u>	<u>2017</u>	<u>1</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>South Carolina</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>South Dakota</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>Tennessee</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>Texas</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>Utah</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>Vermont</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>Virginia</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>Washington</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>West Virginia</u>	<u>2017</u>	<u>0</u>

-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>Wisconsin</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>Wyoming</u>	<u>2017</u>	<u>0</u>
<u>State</u>	<u>Year</u>	<u>Number of Transfers</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>
<u>Canada</u>	<u>2017</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>
-	<u>2019</u>	<u>1</u>
<u>TOTALS</u>	<u>2017</u>	<u>8</u>
-	<u>2018</u>	<u>5</u>
-	<u>2019</u>	<u>3</u>

<u>State</u>	<u>Year</u>	<u>Number of Transfers</u>
<u>Alabama</u>		
-	<u>2016</u>	<u>0</u>
-	<u>2017</u>	<u>0</u>
	<u>2018</u>	<u>0</u>
<u>Alaska</u>		
-	<u>2016</u>	<u>0</u>
-	<u>2017</u>	<u>0</u>
	<u>2018</u>	<u>0</u>
<u>Arizona</u>		
-	<u>2016</u>	<u>0</u>
-	<u>2017</u>	<u>0</u>
	<u>2018</u>	<u>0</u>
<u>Arkansas</u>		
-	<u>2016</u>	<u>0</u>
-	<u>2017</u>	<u>0</u>
	<u>2018</u>	<u>0</u>
<u>California</u>		
-	<u>2016</u>	<u>0</u>
-	<u>2017</u>	<u>0</u>
	<u>2018</u>	<u>0</u>
<u>Colorado</u>		
-	<u>2016</u>	<u>0</u>
-	<u>2017</u>	<u>0</u>
	<u>2018</u>	<u>0</u>

State	Year	Number of Transfers
Connecticut		
-	2016	0
-	2017	1
	2018	0
Delaware		
-	2016	0
-	2017	0
	2018	1
District of Columbia		
-	2016	0
-	2017	0
	2018	0
Florida		
-	2016	0
-	2017	0
	2018	2
Georgia		
-	2016	0
-	2017	0
	2018	0
Hawaii		
-	2016	0
-	2017	0
	2018	0
Idaho		
-	2016	0
-	2017	0
	2018	0
Illinois		
-	2016	0
-	2017	2
	2018	0
Indiana		
-	2016	0
-	2017	0
	2018	0
Iowa		
-	2016	0
-	2017	0
	2018	0

State	Year	Number of Transfers
Kansas		
-	2016	0
-	2017	0
	2018	0
Kentucky		
-	2016	0
-	2017	1
	2018	0
Louisiana		
-	2016	0
-	2017	1
	2018	0
Maine		
-	2016	0
-	2017	0
	2018	0
Maryland		
-	2016	0
-	2017	0
	2018	0
Massachusetts		
-	2016	0
-	2017	0
	2018	0
Michigan		
-	2016	0
-	2017	0
	2018	0
Minnesota		
-	2016	1
-	2017	0
	2018	0
Mississippi		
-	2016	0
-	2017	0
	2018	0
Missouri		
-	2016	0
-	2017	0
	2018	0

State	Year	Number of Transfers
Montana		
-	2016	0
-	2017	0
	2018	0
Nebraska		
-	2016	0
-	2017	0
	2018	0
Nevada		
-	2016	0
-	2017	0
	2018	0
New Hampshire		
-	2016	0
-	2017	0
	2018	0
New Jersey		
-	2016	0
-	2017	0
	2018	1
New Mexico		
-	2016	0
-	2017	0
	2018	0
New York		
-	2016	0
-	2017	1
	2018	0
North Carolina		
-	2016	0
-	2017	0
	2018	0
North Dakota		
-	2016	0
-	2017	0
	2018	0
Ohio		
-	2016	0
-	2017	1
	2018	0

State	Year	Number of Transfers
Oklahoma		
-	2016	0
-	2017	0
	2018	0
Oregon		
-	2016	0
-	2017	0
	2018	0
Pennsylvania		
-	2016	0
-	2017	0
	2018	1
Rhode Island		
-	2016	0
-	2017	1
	2018	0
South Carolina		
-	2016	0
-	2017	0
	2018	0
South Dakota		
-	2016	0
-	2017	0
	2018	0
Tennessee		
-	2016	0
-	2017	0
	2018	0
Texas		
-	2016	0
-	2017	0
	2018	0
Utah		
-	2016	0
-	2017	0
	2018	0
Vermont		
-	2016	0
-	2017	0
	2018	0

State	Year	Number of Transfers
Virginia		
-	2016	0
-	2017	0
	2018	0
Washington		
-	2016	0
-	2017	0
	2018	0
West Virginia		
-	2016	0
-	2017	0
	2018	0
Wisconsin		
-	2016	0
-	2017	0
	2018	0
Wyoming		
-	2016	0
-	2017	0
	2018	0
Canada		
-	2016	1
-	2017	0
	2018	0
TOTALS		
-	2016	2
-	2017	0
	2018	5

Table No. 3
Status of Franchised Outlets
For Years 2017-2019

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of Year
<u>Alabama</u>	<u>2017</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
-	<u>2018</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
-	<u>2019</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>

<u>Alaska</u>	<u>2017</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
-	<u>2018</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
-	<u>2019</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
<u>Arizona</u>	<u>2017</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Arkansas</u>	<u>2017</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>California</u>	<u>2017</u>	<u>7</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>6</u>
-	<u>2018</u>	<u>6</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>5</u>
-	<u>2019</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
<u>Colorado</u>	<u>2017</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
-	<u>2018</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
-	<u>2019</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Connecticut</u>	<u>2017</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
-	<u>2018</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
-	<u>2019</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Delaware</u>	<u>2017</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
-	<u>2018</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
<u>State</u>	<u>Year</u>	<u>Outlets at Start of Year</u>	<u>Outlets Opened</u>	<u>Terminations</u>	<u>Non-Renewals</u>	<u>Reacquired by Franchisor</u>	<u>Ceased Operations- Other Reasons</u>	<u>Outlets at End of Year</u>
-	<u>2019</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
<u>District of Columbia</u>	<u>2017</u>	<u>*2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*2</u>
-	<u>2018</u>	<u>*2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*2</u>
-	<u>2019</u>	<u>*2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*2</u>
<u>Florida</u>	<u>2017</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
-	<u>2018</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
-	<u>2019</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
<u>Florida</u>	<u>2017</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
-	<u>2018</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
-	<u>2019</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
<u>Georgia</u>	<u>2017</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
-	<u>2018</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
-	<u>2019</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Hawaii</u>	<u>2017</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Idaho</u>	<u>2017</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>

-	<u>2018</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
-	<u>2019</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
<u>Illinois</u>	<u>2017</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
-	<u>2018</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
-	<u>2019</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
<u>Illinois</u>	<u>2017</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
-	<u>2018</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
-	<u>2019</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
<u>Indiana</u>	<u>2017</u>	<u>*3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*3</u>
-	<u>2018</u>	<u>*3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*3</u>
-	<u>2019</u>	<u>*3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*3</u>
<u>Iowa</u>	<u>2017</u>	<u>*1</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*2</u>
-	<u>2018</u>	<u>*2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*2</u>
-	<u>2019</u>	<u>*2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*2</u>
<u>Kansas</u>	<u>2017</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
-	<u>2018</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
-	<u>2019</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Kentucky</u>	<u>2017</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
-	<u>2018</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
-	<u>2019</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Louisiana</u>	<u>2017</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>State</u>	<u>Year</u>	<u>Outlets at Start of Year</u>	<u>Outlets Opened</u>	<u>Terminations</u>	<u>Non-Renewals</u>	<u>Reacquired by Franchisor</u>	<u>Ceased Operations- Other Reasons</u>	<u>Outlets at End of Year</u>
-	<u>2018</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
-	<u>2019</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Maine</u>	<u>2017</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Maryland</u>	<u>2017</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
-	<u>2018</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
-	<u>2019</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Massachusetts</u>	<u>2017</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
-	<u>2018</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
-	<u>2019</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Massachusetts</u>	<u>2017</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
-	<u>2018</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
-	<u>2019</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
<u>Michigan</u>	<u>2017</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
-	<u>2018</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
-	<u>2019</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>

Minnesota	2017	1	0	0	0	0	0	1
-	2018	1	0	0	0	0	0	1
-	2019	1	0	0	0	0	0	1
Mississippi	2017	0	0	0	0	0	0	0
-	2018	0	0	0	0	0	0	0
-	2019	0	0	0	0	0	0	0
Missouri	2017	1	1	0	0	0	0	2
-	2018	2	0	0	0	0	0	2
-	2019	2	0	0	0	0	0	2
Montana	2017	*1	0	0	0	0	0	*1
-	2018	*1	0	0	0	0	0	*1
-	2019	*1	0	0	0	0	0	*1
Nebraska	2017	1	0	0	0	0	0	1
-	2018	1	0	0	0	0	0	1
-	2019	1	0	0	0	0	0	1
Nevada	2017	1	0	0	0	0	0	1
-	2018	1	0	0	0	0	0	1
-	2019	1	0	0	0	0	0	1
New Hampshire	2017	0	0	0	0	0	0	0
-	2018	0	0	0	0	0	0	0
-	2019	0	0	0	0	0	0	0
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
New Jersey	2017	1	0	0	0	0	0	1
-	2018	1	0	0	0	0	0	1
-	2019	1	0	0	0	0	0	1
New Jersey	2017	1	0	0	0	0	0	1
-	2018	*1	0	0	0	0	0	*1
-	2019	*1	0	0	0	0	0	*1
New Mexico	2017	0	0	0	0	0	0	0
-	2018	0	0	0	0	0	0	0
-	2019	0	0	0	0	0	0	0
New York	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
-	2019	3	0	0	0	0	0	3
North Carolina	2017	1	0	0	0	0	0	1
-	2018	1	0	0	0	0	0	1
-	2019	1	0	0	0	0	0	1
North Dakota	2017	0	0	0	0	0	0	0
-	2018	0	0	0	0	0	0	0

-	<u>2019</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Ohio</u>	<u>2017</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
-	<u>2018</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
-	<u>2019</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
<u>Oklahoma</u>	<u>2017</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Oregon</u>	<u>2017</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
-	<u>2018</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
-	<u>2019</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Pennsylvania</u>	<u>2017</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
-	<u>2018</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
-	<u>2019</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
<u>Rhode Island</u>	<u>2017</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
-	<u>2018</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
-	<u>2019</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
<u>South Carolina</u>	<u>2017</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
-	<u>2018</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
-	<u>2019</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
<u>South Dakota</u>	<u>2017</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
-	<u>2018</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>State</u>	<u>Year</u>	<u>Outlets at Start of Year</u>	<u>Outlets Opened</u>	<u>Terminations</u>	<u>Non-Renewals</u>	<u>Reacquired by Franchisor</u>	<u>Ceased Operations- Other Reasons</u>	<u>Outlets at End of Year</u>
-	<u>2019</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Tennessee</u>	<u>2017</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
-	<u>2018</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
-	<u>2019</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Texas</u>	<u>2017</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
-	<u>2018</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
-	<u>2019</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
<u>Utah</u>	<u>2017</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
-	<u>2018</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
-	<u>2019</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Utah</u>	<u>2017</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
-	<u>2018</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
-	<u>2019</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Virginia</u>	<u>2017</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
-	<u>2018</u>	<u>2</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
-	<u>2019</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Washington</u>	<u>2017</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>

-	<u>2018</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
-	<u>2019</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>West Virginia</u>	<u>2017</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
-	<u>2018</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
-	<u>2019</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
<u>Wisconsin</u>	<u>2017</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
-	<u>2018</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
-	<u>2019</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Wyoming</u>	<u>2017</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
-	<u>2018</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
-	<u>2019</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
<u>Canada</u>	<u>2017</u>	<u>6</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>6</u>
-	<u>2018</u>	<u>6</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>7</u>
-	<u>2019</u>	<u>7</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>7</u>
<u>Puerto Rico</u>	<u>2017</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
-	<u>2018</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
-	<u>2019</u>	<u>*1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>*1</u>
<u>Sub-Totals</u>	<u>2017</u>	<u>55</u>	<u>3</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>57</u>
-	<u>2018</u>	<u>57</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>56</u>
-	<u>2019</u>	<u>56</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>56</u>
<u>*Multi-territory</u>	<u>2017</u>	<u>20</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>20</u>
<u>State</u>	<u>Year</u>	<u>Outlets at Start of Year</u>	<u>Outlets Opened</u>	<u>Terminations</u>	<u>Non-Renewals</u>	<u>Reacquired by Franchisor</u>	<u>Ceased Operations- Other Reasons</u>	<u>Outlets at End of Year</u>
-	<u>2018</u>	<u>20</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>20</u>
-	<u>2019</u>	<u>20</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>20</u>
<u>Grand Total</u>	<u>2017</u>	<u>75</u>	<u>4</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>77</u>
-	<u>2018</u>	<u>77</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>76</u>
-	<u>2019</u>	<u>76</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>76</u>

*Multi-territory (Licensee covers this territory as outlined in the License Agreement)

-Territory merged with existing Territory

Table No. 4

Status of Company-Owned Outlets
For Years ~~2016~~7-2019~~8~~

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee
Kentucky						
	20167	0	0	0	0	0
	20178	0	0	0	0	0
	20189	0	0	0	0	0
TOTALS						
	20167	0	0	0	0	0
	20178	0	0	0	0	0
	20189	0	0	0	0	0

Table No. 5
Projected Openings as of December 31, 20189

State	Franchise Agreements signed But Outlet Not Opened	Projected New Franchised Outlets in The Next Fiscal Year	Projected New Company-Owned Outlets in the Current Fiscal Year
Oklahoma	0	1	0
TOTALS	0	1	0

Our fiscal year end is December 31.

The name, business address, and business telephone number of each current franchisee on December 31, 20189 is attached as **Exhibit D**.

The name, last known home address and telephone number of every franchisee who has had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure documents is attached as **Exhibit E**.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. While we encourage you to speak with current and former franchisees, be aware that not all such franchisees will be able to communicate with you.

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

The name, address, telephone number, e-mail address and web address of our Franchise Advisory Council is fac@frannet.com. The Franchise Advisory Council was created by us to manage and administer the Marketing Program. See Item 11.

ITEM 21 FINANCIAL STATEMENTS

Attached as Exhibit C is our audited balance sheet, statement of operations, shareholder's equity, and cash

flows as of December 31, 201~~6~~⁷, December 31, 201~~7~~⁸, and December 31, 201~~8~~⁹.

ITEM 22
CONTRACTS

The following agreements related to the offering of the FranNet Business franchise are attached as Exhibits to this offering circular:

Exhibit B Franchise Agreement

ITEM 23
RECEIPT

A receipt in duplicate is attached to this disclosure document. You should sign both copies of the receipt. Keep one copy for your own records and return the other signed copy to **Jania Bailey, FranNet, LLC, 10302 Brookridge Village Boulevard, Suite 201, Louisville, Kentucky 40291.**

~~The name, principal business address and telephone number of each franchise seller offering our franchise is:~~

Jania Bailey
~~10302 Brookridge Village Blvd.~~
~~Suite 201~~ _____
~~Louisville, KY 40291~~ _____
~~502-753-2380~~ _____

EXHIBIT A

STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

The following list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent we are registered in their states). The list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

State	State Agency	Agent for Service of Process
CALIFORNIA	Department of Business Oversight 320 West 4 th Street Suite 750 Los Angeles, CA 90013 (866) 275-2677 (toll-free) ask.DBO@DBO.ca.gov	California Commissioner of Department of Business Oversight Department of Business Oversight 320 West 4 th Street, Suite 750 Los Angeles, CA 90013 1-866-275-2677
HAWAII	Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street Room 203 Honolulu, HI 96813 (808) 586-2722 (p)	Commissioner of Securities 335 Merchant Street, Room 203 Honolulu, HI 96813
ILLINOIS	Attorney General Franchise Division State of Illinois 500 South Second Street Springfield, IL 62706 (217) 782-4465 (p)	Illinois Attorney General 500 South Second Street Springfield, IL 62706
INDIANA	Securities Commissioner Indiana Securities Division 302 West Washington Street Room E111 Indianapolis, IN 46204 (317) 232-6681 (p)	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204 (317) 232-6531 (p)
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360 (p)	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020
MICHIGAN	Consumer Protection Division Franchise Section Michigan Department of Attorney General G. Mennan Williams Building, 6 th Floor Lansing, Michigan 48933 (517) 373-7117	Michigan Department of Commerce Corporation and Securities Bureau 6546 Mercantile Way Lansing, Michigan 48909
MINNESOTA	Department of Commerce 85 7 th Place East Suite 500 St. Paul, MN 55101-2198 (612) 296-4026 (p)	Commissioner of Commerce 85 7 th Place East, Suite 500 St. Paul, Minnesota 55101-2198
NEW YORK	New York Department of Law Investor Protection Bureau 28 Liberty Street, 21 st Floor New York, NY 10005 (212) 416-8236)	Secretary of State of New York 99 Washington Avenue Albany, NY 12231

State	State Agency	Agent for Service of Process
NORTH DAKOTA	North Dakota Securities Department State of North Dakota Capitol Building 600 East Boulevard Avenue 5 th Floor Bismarck, ND 58505-0510 (701) 328-4712 (p)	Securities Commissioner, State of North Dakota Fifth Floor 600 East Boulevard Avenue. Bismarck, ND 58505-0510
OREGON	Department of Consumer and Business Services Division of Finance and Corporate Securities 350 Winter Street N.E. Suite 410 Salem, OR 97310 (503) 378-4387 (p)	Department of Consumer and Business Services Division of Finance and Corporate Securities State of Oregon 350 Winter Street, NE, Room 21 Portland, OR 97310
RHODE ISLAND	Department of Business Regulation Rhode Island Securities Division 1511 Pontiac Avenue John O. Pastore Complex – Building 69-1 Cranston, RI 02920 (401) 462-9500 (p)	Department of Business Regulation Rhode Island Securities Division 1511 Pontiac Avenue John O. Pastore Complex – Building 69-1 Cranston, RI 02920 (401) 462-9500
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 South Euclid Street, Suite 104 Pierre, SD 57501 (605) 773-3563	Division of Insurance Securities Regulation 124 South Euclid Street, Suite 104 Pierre, SD 57501
VIRGINIA	State Corporation Commission Division of Securities & Retail Franchising 1300 East Main Street 9 th Floor Richmond, VA 23219 (804) 371-9051 (p) (804) 371-9911 (f)	Clerk of the State Corporation Commission 1300 East Main Street 1 st Floor Richmond, VA 23219 (804) 371-9733 (p)
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507 (360) 902-8760	Director of Department of Financial Institutions Securities Division State of Washington 150 Israel Road SW Tumwater, Washington 98501
WISCONSIN	Director of Divisions of Securities Registration Division 101 East Wilson Street 4 th Floor Madison, WI 53703 (608) 266-1365 (p)	Commissioner of Securities Wisconsin Securities Commission 345 W. Washington Ave., 4 th Floor P.O. Box 1768 Madison, WI 53703
ALL OTHER STATES	None	Jania Bailey FranNet, LLC 10302 Brookridge Village Blvd, Suite 201 Louisville, KY 40291

EXHIBIT "B" TO FRANCHISE DISCLOSURE DOCUMENT

FRANNET, LLC

FRANCHISE AGREEMENT

FRANNET, LLC
FRANCHISE AGREEMENT

Franchisee

Term of Agreement

Franchise No.

Office Address / Territory

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OWNER'S GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

FRANNET, LLC
FRANCHISE AGREEMENT

This Agreement is entered into as of _____, 20___. The parties to this Agreement are you, _____ as Franchisee, and us, FRANNET, LLC, as Franchisor, a New Jersey limited liability company, with our principal office at 10302 Brookridge Village Blvd., Suite 201, Louisville, KY 40291.

1 INTRODUCTION

This Agreement has been written in an informal style to make it more easily understandable and to help you become thoroughly familiar with all of the important rights and obligations contained in this Agreement before you sign it. In this Agreement, we refer to FRANNET, LLC as “we”, “us” or “ourselves”, or in some cases as the “Franchisor.” We refer to you as “you” or in some cases as “Franchisee.”

We are engaged in the business of consulting with and representing franchisors, potential franchisors, licensors, and other business opportunity companies (all of which we refer to as “Franchisors”) in connection with the sale of their franchises, business opportunities, licenses and existing resales of same (all of which we refer to as “Franchise” or “Franchises”). In the course of conducting our business, we recruit and meet with potential franchisees (“Prospects”) and exchange information with them to help determine what type of Franchise and which Franchisors may be most suitable.

Through the expenditure of considerable time and effort, we have acquired experience, skills, methods, techniques and knowledge relating to the representation of Prospects of Franchises as well as the growth and development of Franchisors identifying, evaluating and introducing Prospects (the “Services”), and have developed methods, formats and procedures (all of which we refer to as the “System”). We identify FranNet and various components of the System by certain trademarks, service marks and other commercial symbols, including the mark “FranNet” (which we refer to as the “Marks”). The businesses which offer the Services and such other related programs and services as we designate from time to time under the Marks are known, and referred to in this Agreement, as “FranNet Businesses.” We may, in the future, develop, enhance or modify various aspects of the System or adopt other trademarks, service marks or other commercial symbols which you must use as a Franchisee.

2 GRANT OF FRANCHISE

2.1 Grant

Subject to the provisions of this Agreement, we grant to you a license the “Franchised Business” or “your Franchise”) to operate a FranNet Business (the “Business” or “your Business”) solely in the territory described in Exhibit “A” of this Agreement (the “Territory”).

2.2 Term of Franchise

You will have the right to use the Marks and the System in the operation of your Business for a term of ten (10) years, beginning on the date on page 1 of this Agreement (the “Effective Date”) subject to your rights to enter into a successor Franchise Agreement as described in Section 16. Termination or expiration of this Agreement will constitute a termination or expiration of your license. The license granted to you by this Agreement is for the opportunity to operate your Business and to use the Marks and the System only for the purpose of operating a FranNet Business.

2.3 Full Term Performance

You agree to perform your obligations under this Agreement faithfully and honestly, and to continuously exert your best efforts to promote and enhance your Business, for the full term of this Agreement.

2.4 Business Office and Customer Restrictions

You must have a business office physically located within your Territory, and you must have access to a business office in a professional setting for meeting with clients, which shall at all times be physically located within the Territory. You are solely responsible for selecting your office location. Written consent to open an office will be granted based on FranNet’s judgment that a) the office to be opened will not interfere with any existing or contemplated FranNet contractual agreement, or b) the opening of the office will not be injurious to the FranNet system in whole or in part. You must commence operation of your Business within ninety (90) days of the Effective Date.

You are permitted to solicit Prospects and market your services only within the Territory. You may work with any Prospect referred to you by a friend, family member, or other prior relationship, regardless of their domicile. All purchased leads, and all other leads generated from the internet, must be routed through our leads disbursement system in accordance with our internet lead policy described in the Operations Brand Standards Manuals or otherwise in writing from time-to-time, except those specifically restricted. If you should elect to expand into another Territory, then with our express written consent, you will sign and execute the then-current FranNet Franchise Agreement for your expanded territory.

2.5 Our Territorial Restrictions

During the term of this Agreement, we will not locate, nor grant a Franchise to anyone else to locate, an office for another FranNet Business within the Territory as long as you comply with this Agreement.

2.6 Reservation of Rights

Regardless of any of the foregoing, we retain the following rights, through affiliates or directly, without granting any rights to you, to:

- 2.6.1 sell (or authorize others to sell) services that are not competitive with the Services authorized for FranNet Businesses, using trade names, trade marks, service marks and commercial symbols other than the Marks;

- 2.6.2 operate and grant to others the right to operate FranNet Businesses that are located outside the Territory;
- 2.6.3 sell (or authorize others to sell) services other than the Services, including but not limited to, consulting services, using the Marks within or outside of the Territory;
- 2.6.4 sell (or authorize others to sell) Services using trade names, trade marks, service marks and commercial symbols other than the Marks, within or outside of the Territory; and
- 2.6.5 sell (or authorize others to sell) Services through other channels of distribution for Franchisors in which we or our affiliates have ownership interests.

2.7 Modifications to the System

You acknowledge that the System may be supplemented, improved, and otherwise modified from time to time by us; and you agree to comply with all of our reasonable requirements in that regard, including, without limitation, offering and selling new or different services, programs or products as specified by us.

3 SERVICES OF FRANCHISOR

As Franchisor, we will: (a) loan to you a copy of the current Operations Brand Standards Manuals and all revisions and updates (as described in Section 5.2 of this Agreement); (b) provide an initial training program (as described in Section 4 of this Agreement); (c) provide you with ongoing assistance and guidance in the operation of your Business as described in Section 5.1; (d) provide you with the specifications for the Marks you use as described in Section 6; and (e) pay you commissions and other compensation as set forth in Exhibit “B.”

As used in this Franchise Agreement, the term “Gross Consulting Income” means all income derived or accrued from any benefit granted under this Franchise Agreement and includes income events identified in Exhibit “B” hereto. FranNet shall assume the costs of any effort, including legal fees, to collect Gross Consulting Income that is, in FranNet’s sole opinion, due and payable based on your activities utilizing FranNet’s consulting methodology and generated as a result of providing a lead which you sent to a Franchisor. You may not accept any compensation directly from a Franchisor if we are entitled to any part of such compensation without our prior written consent. You may receive compensation directly from a Franchisor if we are not entitled to any part thereof. You will immediately remit in full to FranNet any Gross Consulting Income you receive from any source for performing Services. You may retain any non-monetary gifts or trips presented to you by Franchisors. If any Franchisor shall declare the value of any such non-monetary gift or income to FranNet, then FranNet shall declare the same values as income to you.

4 TRAINING

4.1 Training Programs

Before the opening of your Business, we will provide an initial training program concerning the System and the operation of a FranNet Business. Such training program will be furnished at our headquarters or one of our regional training sites. You must complete the initial training program to our satisfaction. All of your employees and independent contractors/associates whose responsibilities will include communicating or meeting with Prospects must also attend and complete the initial training program to our satisfaction prior to such employees' or independent contractor/associate's communication or meeting with any Prospect. We will also provide you with optional continuing training sessions at our headquarters or one of our regional training sites. For all training programs and seminars required by this Agreement, you will be responsible for (1) any training fee imposed by us or a third party providing training to you, your employees, and independent contractors/associate, and (2) any and all expenses incurred by you, your employees, and independent contractors/associates in attending such programs and seminars, including, without limitation, the costs of transportation, lodging, meals, and wages. You must pay us or a third party trainer designated by us \$5,000.00 as a training fee before you start training. In addition to the initial training fee for franchisees, you must pay us or a third party trainer designated by us a training fee of \$1,500.00 for each of your employees and independent contractors/associates that attend the initial training program.

4.2 Meeting Attendance

You agree that you will use your best efforts to attend all FranNet National Meetings and any of your employees or associates who meet with clients will attend at least one FranNet National Meeting for Franchisees annually, and bear any and all expenses incurred by you, your employees, and associates in attending such meetings, including, without limitation, the costs of transportation, lodging, meals, and wages. You must notify us as soon as reasonably practical if you are unable to attend a FranNet National Meeting. If you fail to attend three or more FranNet National Meetings in any 5-year period without approval from us, you will be in default of the Franchise Agreement, unless such failure is due to documented health reasons or other events beyond your reasonable control.

4.3 Our Right to Terminate this Agreement

If you fail to complete our initial training program to our satisfaction, or if we, in our sole discretion, determine upon your completion of training that you would not be a suitable franchisee, we have the right to terminate this Agreement and refund to you fifty percent (50%) of your initial franchise fee.

5 GUIDANCE OPERATIONS BRAND STANDARDS MANUALS

5.1 Guidance and Assistance

During the term of this Agreement, we will furnish guidance and assistance to you periodically with respect to: (1) the marketing of the services offered by FranNet Businesses; (2) information about the Franchisors represented by FranNet; (3) general operating procedures; and (4) changes in any of the above that occur from time to time. This guidance and assistance will, in our discretion, be furnished in the form of the Operations Brand Standards Manuals (described

in Section 5.2 below), bulletins, written reports and recommendations, other written publications and materials, electronic mail and telephone consultations.

5.2 Operations Brand Standards Manuals

We will loan to you during the term of this Agreement our confidential, proprietary Systems Documentation Materials including all system and procedures for dealing with Prospects and Franchisors (the “Operations Brand Standards Manuals”). The Operations Brand Standards Manuals will contain mandatory and suggested specifications, standards and operating procedures which we prescribe from time to time for FranNet Businesses. The Operations Brand Standards Manuals may be modified from time to time by us to reflect changes in operating procedures and other aspects of operating your FranNet Business. The most current version of the Operations Brand Standards Manual will be maintained on the myfrannet.com website. You must keep apprised of changes to the Operations Brand Standards Manual by periodically checking the myfrannet.com website. If a dispute develops with respect to the contents of the Operations Brand Standards Manuals, the master copies we maintain at our principal office will be controlling. You agree that you will not permit any part of the Operations Brand Standards Manuals to be copied or disclosed without our permission.

6 MARKS

6.1 Ownership and Goodwill of the Marks

You acknowledge that your right to use the Marks is derived solely from this Agreement and is limited to the operation of your Business pursuant to and in compliance with this Agreement. If you make any unauthorized use of any of the Marks, it will constitute a breach of this Agreement and an infringement of our rights in and to the Marks. You acknowledge and agree that this Agreement does not confer any goodwill, ownership or other interests in the Marks on you. All provisions of this Agreement which apply to the Marks will apply to any additional trademarks, service marks, commercial symbols, designs, artwork and logos we may authorize and license you to use during the term of this Agreement.

6.2 Limitations on Use of the Marks

You agree not to use any Mark as part of any corporate or partnership name or with any prefix, suffix or other modifying words, terms, designs or symbols, or in any modified form, except as specifically approved by us. You agree not to use any Mark in connection with any unauthorized services or in any other manner we have not expressly authorized in writing. You agree to display the Marks in the manner we prescribe, and to use any notices of trademark and service mark registrations that we specify. You further agree to obtain any fictitious name, assumed name or “doing business as” registrations that may be required under applicable law.

6.3 Discontinuance of Use of Marks

If it becomes advisable at any time in our sole judgment for your Business to modify or discontinue the use of any of the Marks, or for your Business to use one or more additional or substitute trademarks or service marks, you agree to comply with our directions to modify or otherwise discontinue the use of such Mark, or use one or more additional or substitute trademarks or service marks, within a reasonable time after our notice to you.

7 **RELATIONSHIP OF THE PARTIES; INDEMNIFICATION**

7.1 Independent Contractor; No Fiduciary Relationship

This Agreement does not create a fiduciary relationship between you and us. You are an independent contractor, and nothing in this Agreement is intended to make either party a general or special agent, joint venturer, partner or employee of the other for any purpose whatsoever. You will conspicuously identify yourself in all dealings with customers, suppliers, public officials and others as the owner of your Business pursuant to a franchise agreement with us. We will not control the means by which you perform Services, where you perform Services, or how often you provide Services, provided that all Services are performed in the Territory described on Exhibit "A" and in compliance with this Agreement.

7.2 No Liability; No Warranties

Except as expressly authorized by this Agreement, neither you nor we will make any express or implied agreements, warranties, guarantees or representations, or incur any debt, in the name of or on behalf of the other or represent that the relationship between you and us is other than that of franchisee and franchisor. We will not assume any liability or be deemed liable for any agreements, representations or warranties you make that are not expressly authorized under this Agreement, nor will we be obligated for any damages to any person or property directly or indirectly arising out of the operation of the business you conduct pursuant to this Agreement.

7.3 Taxes

We will have no liability for any sales, service, use, excise, income, gross receipts, property or other taxes levied against you or your assets or on us in connection with the business you conduct or any payments you make to us or any affiliate pursuant to this Agreement or any related agreement.

7.4 Indemnification

You agree to indemnify, defend and hold us, our affiliates, managers, members, shareholders, directors, employees, agents, successors and assigns (collectively, the "Indemnified Parties"), harmless from and against any and all damages, claims, losses, liabilities, fines, costs and expenses (including attorney fees, court costs, and other litigation expenses incurred by the Indemnified Parties in defending or contesting any claim) arising out of: (a) your breach of any provisions of this Agreement; (b) your actions and omissions, including the actions and omissions of your employees and associates/independent contractor; and (c) the operation of your Business.

For example, and not in limitation of the foregoing, you must reimburse us for all obligations and damages described in Section 7.2, and any taxes described in Section 7.3, for which we are held liable. We have the right to defend any such claim against us. Your indemnification obligations described above will continue in full force and effect after the expiration or termination of this Agreement.

8 CONFIDENTIAL INFORMATION; OTHER ACTIVITIES

8.1 Types of Confidential Information

We own, and may develop in the future, certain confidential and proprietary information and/or trade secrets consisting of the following categories of information: (1) methods, techniques, formats, specifications, procedures, information related to, and knowledge of and experience in, the development, operation and licensing of FranNet Businesses; (2) the contents of the Operations Brand Standards Manuals; and (3) marketing and promotional programs for FranNet Businesses. You acknowledge and agree that all such information (“Confidential Information”) is confidential and proprietary. If you are aware during the term of this Agreement of any unauthorized access or use of this Confidential Information, you are required to timely inform us of any such unauthorized use.

8.2 Nondisclosure Agreement

You agree that your relationship with us does not vest in you any interest in the Confidential Information other than the right to use it in the development and operation of your Business. You agree that you will not use the Confidential Information in any other business or capacity and will maintain the absolute confidentiality of the Confidential Information during and after the term of this Agreement. The restrictions on your disclosure and use of the Confidential Information will not apply to information which is generally known in the business brokerage business.

8.3 Other Activities

In order to protect the Confidential Information against unauthorized use or disclosure, you agree that during the term of this Agreement and thereafter, neither you, nor any member of your immediate family (and if a corporation, limited liability company or partnership is the Franchisee, neither the shareholders, members, partners nor any members of their immediate families) will use the Confidential Information in any business activities other than through your Business, nor will you or they use any identity other than that of a FranNet franchisee.

9 FEES

9.1 Franchise Fee

The initial franchise fee is _____ Dollars (\$_____). The initial franchise fee is payable by you and fully earned by us upon execution of this Agreement. Except as otherwise provided in Section 4.3 above, the initial franchise fee is non-refundable.

9.2 Training Fee

You must pay to us or a third party trainer designated by us a training fee of \$5,000.00 before training. In addition to the initial training fee for franchisees, you must pay us or a third party trainer designated by us a training fee of \$1,500.00 for each of your employees and associates that attend the initial training program. This fee is non-refundable.

9.3 Insurance Premiums

You will pay to us ongoing periodic premiums for your pro-rata share (based on the number of Franchisees, employees and associates/independent contractors covered) of premiums for errors and omissions insurance coverage, if we offer group coverage for such insurance as described in Section 10.3 below. The first premium is due when you sign the Franchise Agreement. Premiums not paid within ten (10) days of the due date will be subject to a late fee equal to the lesser of: ten percent (10%) of the delinquent amount or the highest applicable legal rate for open account business credit in your state. You acknowledge that your failure to pay all amounts when required under this Agreement shall constitute grounds for termination of this Agreement. The current pro rata charge per franchisee/employee/associate for 2020~~19~~ is ~~\$528.50~~~~10.53~~. You will be charged ~~\$528.50~~~~10.53~~ multiplied by the number of consultants in your office (including you and all of your employees and associates/independent contractors) as of January 1, ~~2020~~~~2019~~.

9.4 Ongoing Fees

You shall pay ongoing monthly fees as set forth in the FranNet Marketing Program described in Section 11.2 of this Agreement, administered by the franchise advisory council established by us (the "Council"). The Council will make recommendations to FranNet franchisees regarding the use of marketing program fund monies. In addition, you must pay ongoing technology fees as set forth in Section 11.9 of this Agreement, and the quarterly fees for use of the myfranet.com software as described in Section 11.10 below.

9.5 Other Fees

We may offer you services not offered under the terms of this Franchise on an optional basis which you may or may not elect to utilize. If you elect to utilize such services, you agree to pay for such services within ten (10) days of the payment due date.

9.6 Services Approved by Council

In addition to the monthly marketing fees described above, there may be services utilized by you which may be recommended or required by the Council for marketing purposes, in accordance with its policies and procedures. You agree to pay for such services within ten (10) days of the payment due date.

10 OPERATION OF THE BUSINESS

10.1 Importance of System Image

You acknowledge that our standards are important to you, to us and to other franchisees in order to increase the demand for the services of FranNet Businesses and to establish and maintain a reputation for operating high quality businesses. You agree that you will operate your Business in accordance with our standards and consistent with the image of a FranNet Business as a professional and efficiently operated business. Mandatory standards and operating procedures we prescribe from time to time for FranNet Businesses in the Operations Brand Standards Manuals, or otherwise communicate to you in writing, will constitute provisions of this Agreement as if fully set forth in this Agreement.

10.2 Compliance with Laws and Good Business Practices

You agree to secure and maintain in force in your name all required licenses, permits and certificates. You agree to operate your Business in full compliance with all applicable laws, ordinances and regulations, and pay all taxes applicable to your Business; including any law, ordinance or regulation relating to terrorist activities. You shall (1) in all dealings with customers and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct, (2) comply with all federal, state and local laws and regulations applicable to Franchise sales activities (including, without limitation, laws and regulations relating to disclosure, earnings claims, financial performance representations, registration and advertising), and (3) not make any representations to any Prospects about the Franchises or otherwise which are misleading, incomplete, fraudulent or untrue, or which are contradicted by or inconsistent with the written materials provided to you (including, without limitation, Franchise agreements, disclosure documents, and Franchise Operations Brand Standards Manuals).

10.3 Insurance

During the term of this Agreement, you must maintain general liability insurance and errors and omissions insurance coverage at your sole expense and under policies of insurance issued and administered by carriers approved by us. The insurance policies must name FranNet LLC as an additional insured and must provide coverage for anyone in your office that works with Franchisors or Prospects. The policy must provide not less than ten (10) days' notice of cancellation or non-renewal to us. We will attempt to arrange group policies providing errors and omissions insurance coverage. If we offer group coverage, you must participate and pay your pro-rata share of the premium (based on the number of consultants covered, including franchisees, their employees and associates). Such insurance coverage shall be maintained in such minimum amounts as we prescribe. We may periodically increase or decrease the amounts of coverage and require different or additional kinds of insurance at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. If you do not maintain the required insurance coverage, we may obtain, at our option and in addition to our other rights and remedies under this Agreement, any required insurance coverage on your behalf and at your cost. You must provide us with a certificate of general liability insurance within (10) days of signing your Franchise Agreement.

10.4 Production Schedule

You are required to meet the minimum production schedule as an annual quota, as described in Exhibit “C.” In the event that you do not meet the commission quota in any period, at our option, we have the right to any or all of the following remedies: (1) to suspend our performance and obligations under this Franchise Agreement; (2) to terminate the territorial protection granted under Section 2.5 above, in which event we will have the right to establish and operate, and license or franchise others to establish and operate, FranNet Businesses within the Territory; (3) to reduce the size of the Territory for which you are granted territorial protection under Section 2.5 above; (4) demand payment of 25% of the difference between the commission quota set forth on Exhibit “C” and the commissions earned in the applicable year, payable by March 31 in the year following of such deficiency; or (5) to terminate this Franchise Agreement upon thirty (30) days written notice.

10.5 Computer System

You must purchase or lease, and thereafter maintain, the computer hardware and software we specify or require from time to time for use in your Business. You must also install and maintain the equipment, make the arrangements, and follow the procedures we require in the Manuals for the establishment and maintenance of Internet access (which must be high-speed if available), intranet or extranet access, e-mail account(s), or other means of electronic communication as we specify from time to time.

10.6 Administrative Assistant

You must hire the services of an administrative assistant. This can be a virtual, part-time assistant, or a full-time office assistant.

10.7 Compliance with Franchise Referral Agreements.

You agree to be bound by the Franchise Referral and Commission Agreements (and similar agreements) that we enter into with Franchisors, to the extent such agreements are applicable to your services. In particular, but not in limitation of the foregoing, you are liable to Franchisors for damages a Franchisor may incur as a result of: (a) your violation of any applicable law, rule or regulation, including laws regulating the sale of franchises; (b) your actions and omissions, and the actions and omissions of your employees and associates. You agree to indemnify and hold us harmless from any claim asserted by a Franchisor or any third party arising out of your breach, actions or omissions as described above.

11 MARKETING

11.1 Local Marketing, Advertising, and Promotion

You must make minimum monthly expenditures on local marketing, advertising, and promotion in such manner as we may, in our sole discretion, direct in the Operations Brand Standards Manuals or otherwise in writing from time to time. The amount of such expenditures shall be, at a minimum, (a) ~~one thousand five hundred~~~~seven hundred fifty~~ dollars (\$~~1,500~~~~750~~)

during each calendar month for the first ~~twenty-four (24)~~~~thirty-six (36)~~ months of the term of this Agreement, and (b) ~~one thousand dollars (\$1,000)~~~~five hundred dollars (\$500)~~ during each calendar month for the ~~twenty-fifth (25th)~~~~thirty-seventh~~ month through the end of the term of this Agreement. You must provide satisfactory evidence of all local marketing, advertising, and promotion expenditures in such manner as we shall direct in the Operations Brand Standards Manuals or otherwise in writing from time to time.

11.2 FranNet Marketing Program

You must participate in a central program (“Marketing Program”) which produces leads to franchisees operating a FranNet business, and conducts various marketing activities specified by the Council, including, but not limited to, engagement of a public relations firm; market research; market surveys; search engine optimization; maintenance and design of our website; payment of our association dues (including, without limitation, International Franchise Association and Canadian Franchise Association dues); maintaining, administering, directing, conducting, and preparing advertising, marketing, public relations materials, sales materials and or promotional programs and materials; and payment of other costs that the Council believes are appropriate to enhance, promote and protect the FranNet System and brand. The Marketing Program shall be administered by the Council as follows:

11.2.1 Program Funding. The Marketing Program is funded by contributions from other FranNet Franchisees and our self. The Marketing Program shall be managed entirely by the Council. The Council shall have sole discretion over how the Marketing Program contributions are expended. All sums paid by you to the Marketing Program will be maintained in an account separate from our other monies and will not be used to defray any of our expenses, except as otherwise described herein. We are not obligated to make expenditures for you which are equivalent or proportionate to your contribution, or to ensure that any particular franchisee benefits directly or from expenditures by the Marketing Program. It is anticipated that all contributions to and earnings of the Marketing Program fund will be expended for advertising and/or promotional purposes during the taxable year within which the contributions are made. You acknowledge that monies in the Marketing Program are not a trust or asset of ours, and that neither we nor the Council are a trustee of the Marketing Program or the monies in it or a fiduciary to you with respect to them. The Marketing Program’s financial statements will be available for review by franchisees on written request, but the financial statements will not be audited.

11.2.2 Franchisee Participation. You will participate in the Marketing Program, with a quarterly contribution of One thousand five hundred and fifteen dollars (\$1515) for each quarter as described in this Section 11.2.2. Said contribution amounts will not be increased by more than ten percent (10%) total in any calendar year, unless the Council implements a program(s) causing additional fees to be paid. You shall make payment for the upcoming quarter directly to us for the Marketing Program by the tenth (10th) day of January, April, July, and October during the term hereof.

Payments are considered late if received after the tenth (10th) day of such month. If any payment is late, we will have the right, in addition to our other rights and remedies hereunder, to deny you access to any and all leads, programs and/or materials created by, and benefits of, the Marketing Program until such payment has been made. Upon the completion of our initial training program as required by Section 4 above, you will remit sufficient payments for the quarterly contribution to cover all amounts due for the days remaining in the quarter of completion of said Basic Training (pro-rated) plus pre-payment of the following quarter's amount. The Council shall have sole discretion to establish the budget for the Marketing Program, including the monthly marketing contribution.

11.2.3 Current Status. The Marketing Program may place local, regional or national advertising, and may conduct any other activity that the Council feels is an effective method to produce leads for Prospects.

11.3 Lead Generation/Lead Assignment

We will, from time to time, obtain leads for Prospects from internet, print publications, Franchisors or other sources. You are required to purchase leads generated by us which are qualified and located in your Territory. You shall pay to us on a monthly basis the cost of the leads for the preceding month, which shall be the cost incurred by us in generating such leads. We will not charge you more than \$1,250.00 per month for lead generation or lead assignment, except as such maximum monthly cost per leads is increased or decreased at the Council's sole discretion. We will provide an invoice to you within five (5) days of the end of each month, containing the total cost of the leads for the preceding month. All payments required by this Section shall be paid by the tenth (10th) day of each month for the cost of the leads in the preceding month. The Council will assign all appropriate leads produced as described in this Section 11.3. This assignment will be done in your Territory in accordance with the terms of this Agreement and policies established by us. For 20~~2019~~²⁰¹⁹, the cost of internet leads ranges from \$~~5025~~⁵⁰²⁵.00 to \$~~750~~⁷⁵⁰.00 per lead. You must comply with our marketing and lead generation policies as described in the Operations Brand Standards Manual or in other communication from us to you, including but not limited to, policies relating to marketing and lead generation from seminars, webinars, trade shows, the internet, and personal referrals. In addition to the foregoing, you have the first option to participate in job fairs, expos, or other marketing opportunities located in your Territory. You are encouraged to enlist participation of neighboring franchisees to share the cost of these events. If you elect not to participate in such job fairs, expos, or other marketing opportunities in your Territory, we may, with or without other franchisees, participate in job fairs, expos, or other marketing opportunities in your Territory. In such event, we will offer leads generated first to the franchisee in whose territory the marketing opportunity was located, at our then-current lead fee and success fee (as described in the Brand Standards Manual). If you decline or refuse to purchase one or more leads generated at the marketing opportunity, we have the right to sell the leads to other franchisees.

11.4 Program Changes

11.4.1 The Council will operate pursuant to written governing documents which must be approved in advance by us in writing. We reserve the unconditional right to refuse to allow you to participate in the Marketing Program and the internet lead program described above, if you are in breach of this Agreement (including without limitation late payments hereunder) or any other agreement materially affecting us.

11.5 Non-Solicitation

You expressly agree that you will not solicit or accept marketing contributions, payments or support from a Franchisor, except that nothing herein shall prevent you and a Franchisor from agreeing to participate in a local event or trade show in your market and with the Franchisor contributing monetarily to that event. Any expressions of interest, made by a Franchisor to you, for providing any such marketing contributions, payments or support will be referred by you to us.

11.6 Separate Identity

If you use the System or the Marks to sell a franchise not approved by Franchisor; to resell an existing franchise; or in any way use the Mark or System for any other purpose, including, but not limited to, consulting, you must pay us a percentage of the fee earned in an amount not less than the fee on the Commission Schedule.

11.7 Approval of Promotional Materials Required

Before you use or disseminate advertising and promotional materials which were not prepared or approved by us, you must submit samples of such materials to us. We retain the right to require that you cease using any advertising or promotional materials that violate any state or federal laws, rules or regulations or that are considered by us, in our sole discretion, to constitute an unauthorized use of our Marks.

11.8 Approval of Franchisors Required

Regional or local opportunities may arise where a Franchisor not yet ready to be considered for our national inventory, or which may have a specific market need, may come to your attention. Before you may provide Services to this Franchisor, you must request and seek consent from us. You may not provide Services to this Franchisor until consent is obtained in writing from us and our [Vice President](#)~~Director~~ of Operations. Once approved, you may represent this Franchisor as if within our national inventory and derive the same fees for the same services. You acknowledge and agree that your failure to comply with the provisions of this Section 11.8 shall constitute a material breach of this Agreement.

11.9 Website

11.9.1 You specifically acknowledge and agree that any Web Site (as defined below) will be deemed “advertising” under this Agreement, and will be subject to (among other things) our approval under Section 11.7 above. As used in this Agreement, the term “Web Site” means an interactive electronic

document, series of symbols, or otherwise, that is contained in a network of computers and/or other devices linked by communications software. The term Web Site includes, but is not limited to, the Internet and World Wide Web.

- 11.9.2 We will have the right, but not the obligation, to establish and maintain a Web Site (which may, without limitation, promote the Marks and/or the System, or serve as an intranet, extranet, or other means of electronic communication within the System). We will have the sole right to control all aspects of the Web Site, including without limitation its design, content, functionality, links to other websites, legal notices, and policies and terms of usage. We will also have the right to discontinue operation of the Web Site at any time without notice to you.
- 11.9.3 Except as approved in advance in writing by us, you must not establish or maintain a separate Web Site, or otherwise maintain a presence or advertise on the Internet or any other public computer network in connection with the Business. If such written approval is granted by us, you must establish and operate such Web Site in accordance with our standards and policies provided to you in the Operations Brand Standards Manuals or otherwise in writing from time to time.
- 11.9.4 We have established an intranet system to facilitate communications between you and us. You must pay us a Technology Fee of \$150.00 per calendar quarter, payable in advance, for use of the FranNet intranet system. We reserve the right to increase this fee.
- 11.9.5 We have the right to modify the provisions of this Section 11.9 relating to Web Sites in the Operations Brand Standards Manuals, as we solely determine is necessary or appropriate for the best interests of the System.

11.10 MyFranNet.com Software

- 11.10.1 During the term of the Franchise Agreement, and provided you are not in default hereunder, you have the right to use the MyFranNet.com customer relationship management software (the "Software") which is owned by us. You agree that the Software and the templates, training tools, and other forms of information contained therein from time to time constitutes our Confidential Information. During the term of the Franchise Agreement, and provided you are not in default under the Franchise Agreement, you will have exclusive use of, and the right to control and manipulate, the names, addresses, telephone numbers, and other contact information in the data base input by you (the "Contact Information"). Upon the expiration or earlier termination of this Agreement, you must promptly return the Software to us. You may not retain any copies of the Software. You and we may each maintain a copy of the Contact Information, and in the event we re-sell the territory, we can sell the Contact Information to the new

franchisee. Notwithstanding the foregoing, in the event you transfer the Franchise Agreement in compliance with Section 13 below, you may transfer the right to use the Software and the Contact Information to an approved transferee, subject to our continuing rights therein. You must pay us \$395.00 per calendar quarter, in advance, for use of the MyFranNet.com software. We reserve the right to increase this fee.

11.10.2 We reserve the right to suspend your use of the MyFranNet.com software, including but not limited to your email account, microsite, and the MyFranNet.com account for non-payment of fees in a timely manner as outlined in this agreement or for non-compliance with providing insurance certificates, seller disclosure forms, or W-9 forms as requested.

12 RECORDS

You agree, at your expense, to maintain and preserve for at least three (3) years from the dates of their preparation, full, complete and accurate books and records for the Business, including, without limitation, copies of all client contracts and listings, and data relating to your listings and transactions which you have completed. We and our designated agents have the right, at all reasonable times, to examine and copy, at our expense, your books, records, accounts and tax returns. We also have the right, at any time, to have an independent audit made of your books and records.

You must furnish to us, in the form from time to time prescribed by us upon our request, such monthly or other reports, data, information, and records for such periods as we from time to time require in the Operations Brand Standards Manuals or otherwise in writing.

13 OWNERSHIP AND TRANSFER REQUIREMENTS

13.1 Transfer by Franchisor

This Agreement is fully transferable by us and will inure to the benefit of any person or entity to which we transfer it, or to any other legal successor to our interest in this Agreement.

13.2 Transfer by Franchisee

You understand and acknowledge that the rights and duties created by this Agreement are personal to you and that we have entered into this Agreement in reliance on your character, skill, aptitude, attitude and business ability. Therefore, except as otherwise specifically provided herein, neither this Agreement (or any interest in it), any material asset nor any part or all of the ownership of your Business may be transferred without our prior written approval, and any such transfer without our approval shall constitute a breach of this Agreement and convey no rights or interests.

13.3 Conditions for Approval of Transfer

If you are in full compliance with this Agreement, we will not unreasonably withhold our approval of a transfer. The proposed transferee or its owner(s) must be of good moral character

and otherwise meet our then-applicable standards for franchisees. If there is a transfer of this Agreement or any material asset, the transfer is of a controlling interest in your Business, or is one of a series of transfers which in the aggregate constitutes the transfer of a controlling interest in your Business, all of the following conditions must be met prior to, or concurrently with, the effective date of the transfer:

- 13.3.1 the transferee must have sufficient business experience, aptitude and financial resources to operate a FranNet Business;
- 13.3.2 you must pay such monthly marketing contributions and any other amounts owed to us or our affiliates which are then due and unpaid;
- 13.3.3 the transferee must have completed our training programs;
- 13.3.4 you or the transferee must pay to us a transfer fee to defray training and other expenses incurred by us in connection with the transfer. The transfer fee shall be five thousand dollars (\$5,000.00) plus the required out-of-pocket costs paid to third parties who participate in training the transferee, The transfer fee may be reduced to \$2,500.00 if the transferee is an existing FranNet franchisee or an associate of an existing FranNet franchisee;
- 13.3.5 the transferee must sign our then current form of franchise agreement, which may provide for different fees, rights and obligations, and a different or smaller Territory than are provided in this Agreement; and such principals of the transferee as we require must guarantee the performance of all such obligations in writing in a form satisfactory to us; and
- 13.3.6 you must execute a general release, in form satisfactory to us, of any and all claims against us, our affiliates and our officers, directors, employees and agents.

13.4 Death or Disability

If you (or any person owning a controlling interest in your Business where you are a corporation, partnership, or limited liability company) die or become permanently disabled, and a transfer of that interest to a third party approved by us is not made within a reasonable time (not to exceed six (6) months) from the date of death or permanent disability, such failure to transfer will constitute a breach of this Agreement. The transfer will be subject to all of the terms and conditions for transfers under Section 13.3 of this Agreement.

13.5 Effect of Consent to Transfer

Our consent to a proposed transfer pursuant to Section 13 of this Agreement will not constitute a waiver of any claims we may have against you, nor will it be deemed a waiver of our right to demand exact compliance with any of the terms or conditions of this Agreement by any transferee.

13.6 Addition of Additional Sales Personnel by You in Your Territory

You may add additional sales personnel in your Territory if they (a) enter into a written agreement acceptable to us, protecting our Confidential Information; and (b) complete training to our satisfaction and adhere to professional standards as required by us in the Brand Standards Manuals.

14 TERMINATION OF THE FRANCHISE

14.1 Notice Without Opportunity to Cure

Upon the occurrence of any of the following events of default, we may, at our option, terminate this Agreement and all rights granted hereunder, without affording you any opportunity to cure the default, effective immediately upon the date of the written notice of termination to you (in the manner provided under Section 19 of this Agreement):

- 14.1.1 If you fail to complete our initial training program to our satisfaction, or if we, in our sole discretion, determine upon your completion of training that you would not be a suitable franchisee, in which case we will refund to you fifty percent (50%) of your initial franchise fee;
- 14.1.2 If you abandon or cease to actively operate your Business for more than ~~fifteen~~^{thirty} (15~~30~~) days without our advance written approval;
- 14.1.3 If you or any of your owners has made any material misrepresentation or omission in applying for a FranNet Franchise;
- 14.1.4 If you or any of your owners are convicted by a trial court of, or plead no contest to, a felony or other crime or offense that is likely to adversely affect your reputation, our reputation, or the reputation of your Business or any other FranNet Business;
- 14.1.5 If you make an unauthorized direct or indirect transfer of this Agreement, any material asset of your Business, an ownership interest in your Business or fail to assign this Agreement or the interest of a deceased or disabled controlling owner thereof as required by this Agreement;
- 14.1.6 If you or any of your owners make any unauthorized use, duplication or disclosure of any Confidential Information, the Marks or the Operations Brand Standards Manuals;
- 14.1.7 If you or any of your owners are in violation of any law, ordinance or regulation relating to terrorist activities or your assets, property or interests are “blocked” under any such law, ordinance or regulation;
- 14.1.8 If you fail on two (2) or more separate occasions within any period of twelve (12) consecutive months, to pay when due any amounts due to us or our affiliates, or otherwise fail to comply with this Agreement, whether or not those failures to comply are corrected after you receive notice of default;

14.1.9 If you provide Services to an unapproved Franchisor as described in Section 11.8 of this Agreement;:-

14.1.10 If you fail to attend 3 or more FranNet National Meetings in any 5-year period, unless such failure is due to documented health reasons or other events beyond your reasonable control;:-

14.1.11 If you or any of your owners, officers, directors, or employees engage in conduct that exhibits a reckless disregard for the physical or mental well-being of employees, customers, franchisors, our representatives, or the public at large—such conduct includes battery, assault, sexual harassment or discrimination, racial harassment or discrimination, alcohol or drug abuse, or other forms of threatening, outrageous, or unacceptable behavior, unless the offending person is promptly terminated;

14.1.12 If you become insolvent or makes a general assignment for the benefit of creditors;

14.1.13 If a petition in bankruptcy is filed by you or such a petition is filed against or consented to by you and such petition is not dismissed within 45 days;

14.1.14 If you are adjudicated as bankrupt;

14.1.15 If a bill in equity or other proceeding for the appointment of a receiver or other custodian for your business or assets is filed and consented to by you;

14.1.16 If a receiver or other custodian (permanent or temporary) of your business or assets is appointed by any court of competent jurisdiction;

14.1.17 If a proceedings for a composition with creditors under Federal or any state law is instituted by or against you;

14.1.18 If a final judgment in excess of \$5,000 against you remains unsatisfied or of record for 30 days or longer (unless a supersedeas bond is filed);

14.1.19 If execution is levied against your property, or suit to foreclose any lien against your assets is instituted against you and not dismissed within 45 days;

14.1.20 If you receive three or more complaints from franchisors or clients regarding lack of professionalism or other service complaints in any 12-month period;

14.1.21 If we receive three or more complaints in any consecutive 12-month period from your employees or independent contractors regarding alleging violation of employment practices, non-compliance with the Franchise Agreement, or non-compliance with applicable law;

14.1.22 If you fail to report and pay when due, employee salaries, payroll taxes or sales taxes; or

14.1.23 If you or any of your owners fails to comply with the restrictive covenants of Sections 8 or 15.

~~14.1.10~~

14.2 Notice with Opportunity to Cure

Except as otherwise provided in Section 14.1 of this Agreement, upon any other default by you, we may terminate this Agreement by giving written notice of termination (in the manner set forth under Section 19 of this Agreement) stating the nature of the default to you at least thirty (30) days prior to the effective date of termination; provided, however, that you may avoid termination by curing it to our satisfaction, and by promptly providing proof thereof to us within the applicable cure period. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to you, effective immediately upon the expiration of the applicable cure period or such longer period as applicable law may require. Defaults which are susceptible of cure hereunder include the following illustrative events:

14.2.1 If you fail to make payment of any amounts due to us or our affiliates and do not correct that failure within ten (10) days after written notice of the failure is delivered to you;

14.2.2 If you forfeit the right to do or transact business in the jurisdiction where the Franchised Business is located;

14.2.3 If a serious or imminent threat or danger to public health or safety results from developing or operating the Franchised Business and such threat or danger remains uncorrected for two days after we or any governmental authority delivers written notice thereof—unless a cure cannot be reasonably completed in such time, in which event you shall, within such time, begin to take all reasonable steps to cure, and shall complete the cure as soon as reasonably practical, but in no event later than 30 days after delivery of such written notice (or such shorter cure period as the governmental authority may permit), and you fail to promptly terminate such employee;

14.2.4 If you fail to timely pay your trade creditors and such failure continues for a period of fifteen days after notice thereof is given to you;

~~14.2.1~~14.2.5 If you or any of your affiliates defaults under any other agreement with us or any of our affiliates and we terminate such agreement on account thereof; or

~~14.2.2~~14.2.6 If you fail to comply with any other provision of this Agreement or

any mandatory specification, standard or operating procedure we prescribe.

15 RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION OF THE FRANCHISE

15.1 Payment of Amounts Owed to Us

You agree to pay us within fifteen (15) days after the effective date of termination or expiration of this Agreement, or any later date that the amounts due to us are determined, any fees and other amounts owed to us or our affiliates which are then unpaid.

15.2 Marks

You agree that after the termination or expiration of this Agreement you will: (a) not directly or indirectly at any time identify yourself or any business with which you are associated as a current or former FranNet Business owner or franchisee of ours; (b) not use any Mark or any colorable imitation of any Mark in any manner or for any purpose, or use for any purpose any trademark or other commercial symbol that suggests or indicates an association with us; (c) return to us, remove the Marks from, or destroy (whichever we specify) all forms and materials containing any Mark or otherwise relating to a FranNet Business; (d) take any action that may be required to cancel all fictitious or assumed name or equivalent registrations relating to your use of any Mark; (e) furnish to us, within thirty (30) days after the effective date of termination or expiration, evidence satisfactory to us of your compliance with the above obligations; (f) assign any internet address, telephone advertising, telephone number, or website containing any of our Marks which cannot be immediately discontinued; and (g) transfer to us all administrative authority to all social media accounts (such as FaceBook, Twitter, and Instagram) that were used by you in your Business during the term of this Agreement.

15.3 Confidential Information

You agree that on termination or expiration of this Agreement you will immediately cease to use any of the Confidential Information, and will not use it in any business or for any other purpose. You further agree to immediately return to us your copies of the Operations Brand Standards Manuals and any other confidential materials which we have loaned to you.

15.4 Continuing Obligations

All obligations under this Agreement (whether yours or ours) which expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect after and notwithstanding its expiration or termination until they are satisfied in full or by their nature expire. You will also be responsible for insuring that all of your employees and independent contractors comply with all of the post-termination obligations contained in this Agreement.

15.5 Non-Competition Covenant

During the term, and upon termination or expiration of this Agreement, you agree that for a period of one (1) year, commencing on the date of termination or expiration, neither you nor any member of your immediate family will (except with our written consent) maintain any direct

or indirect ownership interest in or business affiliation with, or provide any services to, any entity that operates a similar business within the Territory and/or within an area that is within a fifty (50) mile radius of (x) the Territory; or (y) any other FranNet Business.

16 SUCCESSOR FRANCHISE

Provided you have a history of compliance with this Agreement, and in the absence of bona fide defaults by you for two (2) years, you have the right to enter into a successor franchise for an unlimited number of successor terms of ten (10) years each, upon expiration of the then-current Franchise Agreement. You will be required to (a) execute our then current form of successor Franchise Agreement and all other agreements and documents then customarily used by us in the grant of franchises for FranNet Businesses on similar economic terms to this Agreement, except that your Territory may be different or smaller and payment of the Initial Franchise Fee shall be waived, (b) execute a general release of all claims against us, and (c) pay a successor franchise fee in an amount equal to twenty-five percent (25%) of our then-current initial franchise fee (or, if no franchises are then being offered, twenty-five percent (25%) of the initial franchise fee most recently charged). In determining your compliance history, we will consider a variety of factors, including whether you have substantially complied with the terms of this Agreement, and have paid all monies owed to us and our affiliates. In our discretion, we may waive our requirement that no defaults have occurred within the past two years. You must request the successor franchise not more than one hundred eighty (180) days and not less than sixty (60) days before the expiration of the then-current Franchise Agreement.

17 MISCELLANEOUS

17.1 Severability and Substitution of Valid Provisions

Except as expressly provided above, each section, paragraph, term, and provision of this Agreement, and any portion thereof, will be considered severable and if for any reason any such provision of this Agreement is held to be invalid, contrary to or in conflict with any applicable present or future law or regulation, that ruling will not impair the operation of, or have any other effect upon, such other portions of this Agreement as may remain otherwise intelligible, which will continue to be given full force and effect and bind the parties to this Agreement. If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of or refusal to renew this Agreement than is required under this Agreement, or the taking of some other action not required under this Agreement, we will have the right, in our sole discretion, to modify such invalid or unenforceable provision to the extent required to be valid and enforceable.

17.2 Waiver of Obligations

No failure by us to take action on account of any default by you, whether in a single instance or repeatedly, will constitute a waiver of any such default or the performance required of you. Our failure or election not to enforce any term of this Agreement against one or more of our franchisees will not be deemed a waiver of any of your obligations under this Agreement. No express waiver by us of any provision or performance hereunder or of any default by you will be construed as a waiver of any other or future provision, performance or default.

17.3 Arbitration

All controversies, disputes or claims arising between us and our members, managers officers, directors, agents, employees and attorneys (in their representative capacity) and you (and your owners and guarantors, if applicable), excluding claims for which we seek injunctive relief under Section 18 of this Agreement and claims relating to the Marks, will be submitted for arbitration to the office of the American Arbitration Association located in the state in which our headquarters is located on demand of either party. Such arbitration proceedings will be conducted in the city in which our headquarters is located in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The arbitrator will have the right to award or include in his award any relief which he or she deems proper under the circumstances, including without limitation, money damages (with interest on unpaid amounts from the due date), and attorneys' fees and costs in accordance with Section 17.5. The award and decision of the arbitrator will be conclusive and binding upon all of the parties to this Agreement and judgment upon the award may be entered in any court of competent jurisdiction. The parties further agree to be bound by the provisions of any statute of limitations applicable to the controversy, dispute or claim which is the subject of any arbitration proceeding initiated hereunder pursuant to state law. The parties agree, in connection with any such arbitration proceeding, to be bound by the provisions of the Federal Rules of Civil Procedure with respect to compulsory counterclaims (as the same may be amended from time to time), provided any such compulsory counterclaim will be filed within thirty (30) days of the filing of the original claim. Without limiting the foregoing, the parties will be entitled in any such arbitration proceeding to the entry of an order by a court of competent jurisdiction pursuant to an opinion of the arbitrator for specific performance of any of the requirements of this Agreement. This agreement to arbitrate will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. You and we agree that arbitration shall be conducted on an individual, not a class-wide, basis.

17.4 Cumulative Remedies

The rights and remedies specifically granted by this Agreement to either party will not be deemed to prohibit either party from exercising any other right or remedy provided under this Agreement or permitted by law or equity.

17.5 Costs and Attorneys' Fees

You must promptly reimburse us for all expenses (including accounting, attorneys', expert witness and arbitrators' fees and costs) incurred by us (a) to remedy any of your defaults of, or enforce any of our rights under, this Agreement; (b) to effect termination of this Agreement; and (c) to collect any amounts due under this Agreement.

17.6 Governing Law

All matters relating to arbitration shall be governed by the Federal Arbitration Act. This Agreement will be governed by the laws of the State of Pennsylvania.

17.7 Consent to Jurisdiction

You hereby irrevocably consent to the jurisdiction of any state or federal court in the State in which our headquarters is located and you waive any objection you may have to the jurisdiction or venue of such court.

17.8 Entire Agreement

This Agreement and the exhibits attached hereto constitutes the entire agreement between you and us, and there are no other oral or written understandings or agreements between you and us concerning the subject matter of this Agreement. Except as expressly provided otherwise in this Agreement, this Agreement may be modified only by written agreement signed by both you and us. Notwithstanding the foregoing, nothing in this Agreement or in any related agreement is intended to disclaim the representations made by us in our Franchise Disclosure Document.

17.9 Construction

All headings of the various Sections and subsections of this Agreement are for convenience only and do not affect the meaning or construction of any provision. The usage of terms in the singular in this Agreement includes the plural, the plural includes the singular and the masculine and neuter usages include the other and the feminine. Except where this Agreement expressly obligates us to reasonably approve or not unreasonably withhold our approval of any of your actions or requests, we have the absolute right to refuse any request by you or to withhold our approval of any action or omission by you. If two or more persons are at any time franchisees under this Agreement, whether or not as partners or joint venturers, their obligations and liabilities to us are joint and several. Time is of the essence in this Agreement. Both parties may execute multiple copies of this Agreement, and each executed copy will be deemed an original.

17.10 Waiver of Punitive Damages

Except with respect to your obligation to indemnify us pursuant to Section 7.4 of this Agreement, the parties waive to the fullest extent permitted by law any right to or claim for any punitive or exemplary damages against the other and agree that, in the event of a dispute between them, the party making a claim shall be limited to recovery of any actual damages it sustains.

17.11 Waiver of Jury Trial

Each party irrevocably waives trial by jury in any action, proceeding or counterclaim brought by either party.

17.12 Limitations of Claims

Any and all claims by you against us arising from or relating to this Agreement or the relationship among the parties shall be barred unless an action or legal or arbitration proceeding is commenced by you within one (1) year from the date you knew or should have known of the facts giving rise to such claims.

17.13 Agreement Not to be Construed Against Drafter

You and we agree that the rule of contract interpretation by which any ambiguities in the contract shall be construed against the party who drafted the contract shall not apply to this Agreement.

18 INJUNCTIVE RELIEF

You and we have the right to seek injunctive relief in any court of competent jurisdiction under customary equity rules. You agree that your only remedy if an injunction is entered against you will be the dissolution of that injunction.

19 NOTICES AND PAYMENTS

All written notices and reports permitted or required under this Agreement or by the Operations Brand Standards Manuals will be deemed delivered at the time of delivery by hand, one (1) business day after sending by overnight courier and three (3) business days after being placed in the U.S. mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the party to be notified. You agree to send all payments and notices to us at the address specified in our Operations Brand Standards Manuals or at such other address as we designate to you in writing. We agree to send all written notices to you at the address contained in this Agreement or to such other address as you designate to us in writing.

20 ACKNOWLEDGMENTS

This Agreement is being presented to you because of the desire you have expressed to obtain the right to own and operate a FranNet Business. You acknowledge that you have read this Agreement and our Franchise Disclosure Document and that you understand that the terms and conditions contained in this Agreement are necessary to protect the Marks and the System. You acknowledge that you have conducted an independent investigation of FranNet Businesses and recognize that, like any other business, the nature of it may evolve and change over time, that an investment in a FranNet Business involves business risks, and that the success of this business venture is primarily dependent on your business abilities and efforts. You also acknowledge and recognize that different terms and conditions may pertain to different franchises for FranNet Businesses and that we do not represent that all of our franchise agreements will be identical. We have not made, and you acknowledge that you have not received or relied on, any guarantee, express or implied, as to the revenues, profits or likelihood of success of your FranNet Business. You represent to us, as an inducement to our entering into this Agreement, that there have been no misrepresentations in your franchise application or in the financial statements or other information you have submitted to us.

The parties to this Agreement execute and deliver this Agreement in multiple counterparts as of the day and year first written above.

FRANNET, LLC

FRANCHISEE (Print Name)

By: _____
Title: _____

FRANCHISEE (Signature)

Social Security or Tax I.D. Number

Date:

EXHIBIT A
TERRITORY

You must operate your Business only within the territory (the “Territory”) described as follows:

FRANNET, LLC

FRANCHISEE (Print Name)

By: _____

FRANCHISEE (Signature)

Title: _____

Social Security or Tax I.D. Number

Date:

EXHIBIT B

COMMISSIONS AND OTHER COMPENSATION

You will be paid a commission by us subject to any off-set as a deduction owed to us by you, based on the Gross Consulting Income received by us due to your efforts, on the following terms, conditions and schedule:

a. On the first five (5) transactions from which a Prospect has entered into a Franchise Agreement for which the Franchisor has paid a fee to us (each, an “Engagement”) produced by you, you will receive seventy percent (70%) of the Gross Consulting Income from the source. On the second five (5) Engagements produced by you, you receive seventy-five percent (75%) of the Gross Consulting Income from the source. Thereafter, the relationship will be governed as set forth below.

b. Standard Engagement Income. After the first 10 transactions for new franchisees, for any Gross Consulting Income produced by you from the activity of referring a Prospect to a Franchisor, who subsequently enters into a Franchise Agreement with that Franchisor and, as a result, a referral fee is paid to us, you will receive a commission as follows for the Engagements or Gross Consulting Income attributable to you from such transaction during **any calendar year**. On any Engagements up to 5 or Gross Consulting Income produced by you up to \$100,000 during **any calendar year** (whichever first occurs), you will receive a commission of 75% of the Gross Consulting Income paid to us. On any Engagements more than 5 and up to 10 or Gross Consulting Income produced by you that is more than \$ 100,000 and up to \$200,000 during **any calendar year**, you will receive a commission of 85% of the Gross Consulting Income paid to us. On any Engagements in excess of 10 or Gross Consulting Income produced by you in excess of \$200,000 during **any calendar year**, you will receive a commission of 90% of the Gross Consulting Income paid to us.

c. Royalty Engagement Income. You will receive fifty percent (50%) of the Gross Consulting Income from a Percentage of Royalties (“Residual Fees”)

d. Other Income. Any Gross Consulting Income produced by you that is based on any activities other than those listed above will generate a commission being paid to you of seventy-five percent (75%) of the Gross Consulting Income from that source. However, such Gross Consulting Income will not be counted towards your Annual Quota described in Exhibit C of the Franchise Agreement.

e. Income Recognized as Received. The commission that we pay you will be based on Gross Consulting Income received by us. We will not use any form of accrual accounting to recognize Gross Consulting Income that may be due and payable at some future date in determining the commissions to you. Any commission payable to you based on the above, shall be vested and will be payable upon receipt by us, even if the Gross Consulting Income is received by us after the termination of this Agreement. Notwithstanding the foregoing, in the event, in any calendar year, the total of such commissions is less than One Thousand Dollars (\$1,000.00), we will no longer have any obligation to continue making future payments under this provision.

f. Refunds. A Franchisor may elect, in certain cases, to refund part or all of the fees paid to it by a Prospect referred to the Franchisor by you. As a result, we may be obligated to refund all or part of the Gross Consulting Income paid to it. In such event, we will compute the percentage of refund as it applies to the Gross Consulting Income it receives on the referral. You agree that you will immediately repay us this same percentage of the commission it received on the referral or, in the event there are other commissions payable to you, authorize us to offset that amount against your payment of commissions.

g. Collection of Gross Consulting Income. In the event Gross Consulting Income is due you from a Franchisor as a result of you referring a client to that Franchisor, and the Franchisor fails to make those payments then we, with your assistance, will take whatever action we deem necessary to collect those monies. We have no obligation to commence legal proceedings against a Franchisor to recover monies owed by a Franchisor to you or us. However, to the extent those collection activities require the expenditure of funds, it is only the net amount collected by us (the "Net Gross Consulting Income") which shall be used as the basis of commissions payable to you, if it is collected by us.

FRANNET, LLC

FRANCHISEE (Print Name)

By: _____

FRANCHISEE (Signature)

Title: _____

EXHIBIT C

PRODUCTION SCHEDULE

<u>YEAR</u>	<u>ANNUAL QUOTA</u>
1	Either _____ Engagements or \$ _____ in Commissions
2	Either _____ Engagements or \$ _____ in Commissions
3	Either _____ Engagements or \$ _____ in Commissions
4	Either _____ Engagements or \$ _____ in Commissions
5	Either _____ Engagements or \$ _____ in Commissions
6	Either _____ Engagements or \$ _____ in Commissions
7	Either _____ Engagements or \$ _____ in Commissions
8	Either _____ Engagements or \$ _____ in Commissions
9	Either _____ Engagements or \$ _____ in Commissions
10	Either _____ Engagements or \$ _____ in Commissions

Year 1 will be the period from the Effective Date through December 31 in that year. Year 2 and thereafter shall be the calendar year commencing with the first full calendar year after the Effective Date.

“Engagement” means a Standard Engagement or a Royalty Engagement.

“Commissions” means Commissions actually received by you during the Year, excluding Gross Consulting Income produced by you based on any activities listed in Exhibit B, paragraphs (c) and (d) above.

FRANNET, LLC

FRANCHISEE (Print Name)

By: _____

FRANCHISEE (Signature)

Title: _____

**OWNER’S GUARANTY AND ASSUMPTION OF
FRANCHISEE’S OBLIGATIONS**

This Guaranty must be signed by the principal owners (referred to as “you” for purposes of this Guaranty only) of _____ (the “Franchisee”) under the foregoing FRANNET, LLC Franchise Agreement (the “Agreement”).

In consideration of and as an inducement to, the execution of the Agreement by FRANNET, LLC (referred to as “us”) each of you signing this Guaranty hereby personally and unconditionally: (A) guarantees to us and our successors and assigns that the Franchisee will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (B) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement.

Each of you waives: (1) acceptance and notice of acceptance by us of your obligations under this Guaranty; (2) notice of amendment of the Agreement; (3) notice of demand for payment of any indebtedness or nonperformance of any obligation guaranteed by you; (4) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by you; (5) any right you may have to require that an action be brought against the Franchisee or any other person as a condition of your liability; and (6) all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantors.

Each of you consents and agrees that: (a) your direct and immediate liability under this Guaranty shall be joint and several; (b) you will make any payment or render any performance required under the Agreement upon demand if the Franchisee fails or refuses punctually to do so; (c) your liability will not be contingent or conditioned upon our pursuit of any remedies against the Franchisee or any other person; (d) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may from time to time grant to Franchisee or to any other person, including, for example, the acceptance of any partial payment or performance or the compromise or release of any claims and no such indulgence shall in any way modify or amend this Guaranty; and (e) this Guaranty will continue and be irrevocable during the term of the Agreement and, if required by the Agreement, after its termination or expiration.

Each of you hereby acknowledges and agrees to be individually bound by all of the confidentiality provisions and non-competition covenants contained in Sections 8 and 15 of the Agreement. Each of you agrees that the dispute resolution, attorney fee and governing law provisions in Section 17 of the Agreement are hereby incorporated into this Guaranty by reference.

Each of the principal owners now executes and delivers this Guaranty as of the date of execution of the Agreement.

GUARANTOR(S)

**FRANNET, LLC
ADDENDUM TO FRANCHISE AGREEMENT
FOR THE STATE OF ILLINOIS**

The parties to the Franchise Agreement dated _____, _____, hereby agree that the Franchise Agreement will be amended as follows:

1. The provisions of the Illinois Franchise Disclosure Act of 1987 (the "Act") and other Illinois law shall supersede any provisions of the Franchise Agreement which are in conflict with the Act or such law. Illinois law governs the Franchise Agreement.
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.
3. Franchisee's rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
5. Nothing in Section 17.12 of the Franchise Agreement waives any rights Franchisee may have under Section 27 of the Illinois Franchise Disclosure Act.

Dated; _____

Franchisor:

FranNet, LLC

By: _____

Its: _____

Franchisee:

By: _____

Its: _____

**AMENDMENT TO THE FRANNET, LLC
FRANCHISE AGREEMENT FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE STATE OF INDIANA**

In recognition of the requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-10, the parties to the FranNet, LLC Franchise Agreement (the "Franchise Agreement") agree as follows:

1. Section 7.4 of the Franchise Agreement, under the heading "Indemnification," shall be amended by the addition of the following language to the end of the section: To the extent required by Indiana Code Section 23-2-2.7-2(10), Franchisee shall not be obligated to indemnify the Franchisor as provided herein for any liability caused by Franchisee's reasonable and proper reliance on or use of procedures and materials provided by the Franchisor or arising out of the Franchisor's negligence.

2. Section 15.5 of the Franchise Agreement, under the heading "Non-Competition Covenant," shall be amended by the addition of the following language: "Notwithstanding the above, Franchisee's rights shall not in any way be abrogated or reduced pursuant to Indiana Code § 23-2-2.7-1(9), which limits the scope of non-competition covenants."

3. Section 16 of the Franchise Agreement, under the heading "Successor Franchise," shall be amended by the addition of the following language to the end of the section: "To the extent required by Indiana Code Sections 23-2-2.7-1(5), no general release executed pursuant to this subparagraph shall be deemed a release, assignment, novation, waiver or estoppel which purports, or is intended to relieve Franchisor from any liability imposed by the Indiana Deceptive Franchise Practices Act."

4. Section 17.7 of the Franchise Agreement, under the heading "Consent to Jurisdiction," shall be supplemented by the addition of the following language: "To the extent required by either the Indiana Franchise Disclosure Law or Indiana Deceptive Franchise Practices Act, a Franchisee that operates a Franchised office in Indiana may require, at the Franchisee's option, that litigation concerning such Franchise take place in Indiana."

5. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Disclosure Law and the Indiana, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practice Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-10, are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Indiana Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FranNet, LLC

Franchisee:

By: _____

Signature

Title: _____

Print Name

**AMENDMENT TO THE FRANNET, LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MARYLAND**

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, MD. CODE ANN., BUS. REG. Sections 14-201 to 14-233 (2004 Repl. Vol. and Supp. 2006), the parties to the attached FranNet, LLC Franchise Agreement ("Franchise Agreement") agree as follows:

1. Sections 16 and 13.3.6 of the Franchise Agreement, entitled "Successor Franchise," and "Conditions for Approval of Transfer", respectively, shall be amended by adding the following language at the end of the Sections: "Provided that all rights enjoyed by you and any causes of action arising in your favor from the provisions of the Maryland Franchise Registration and Disclosure Law shall remain in force; it being the intent of this proviso that the non-waiver provisions of the Law be satisfied. To that effect the general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

2. Section 17.6 of the Franchise Agreement, entitled "Governing Law", shall be amended by the addition of the following language at the end of the Section: "except that you may sue us in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law."

3. Section 17.7 of the Franchise Agreement, entitled "Consent to Jurisdiction," shall be amended by adding the following language at the end of the Section: "provided, however, that a Franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law."

4. Section 17.12 of the Franchise Agreement, entitled "Limitation of Claims", shall be amended by the addition of the following at the end of the Section: "provided, however, that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the Franchise under this Agreement."

5. Section 20 of the Franchise Agreement shall be amended by the addition of the following: "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".

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

7. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law,

with respect to each such provision, are met independent of the Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Maryland Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FranNet, LLC

Franchisee:

By: _____

Signature

Title: _____

Print Name

**ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
OF FRANNET, LLC
FOR THE STATE OF MINNESOTA**

THIS ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT (“Addendum”), sets forth modifications to the Franchise Disclosure Document (“FDD”) for purposes of offering franchises in the State of Minnesota (the “State”).

1. WHEREAS, the State has certain laws and regulations affecting the sale of franchises; and

2. WHEREAS, **FranNet, LLC** desires to comply with all such applicable laws and regulations of the State.

NOW, THEREFORE, the FDD is hereby modified as follows solely to the extent that the laws of the State apply to either the parties or the transactions described, without acknowledging the application of such laws:

1. ITEM 17 is modified by adding the following paragraph:

Minn. Rule Part 2860.4400J prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes.

2. ITEM 17 is modified by adding the following paragraph:

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the offering circular or franchise agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

3. ITEM 12 is modified by adding the following paragraph:

The franchisor will protect the franchisee’s right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Contours Express name.

4. ITEM 17 is modified by adding the following paragraph:

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that 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.

5. Minn. Rule 2860.4400D prohibits a franchisee to assent to a general release. Any release assented to by a franchisee must exclude claims under the Minnesota Franchise Law.

6. Notwithstanding the provisions of Section 17.11 of the Franchise Agreement, any limitations of claims must comply with Minn. Stat. §80C.17, Subd. 5.

**AMENDMENT TO FRANNET, LLC FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF NEW YORK**

In recognition of the requirements of the New York General Business Law, Article 33, the parties to the attached FranNet, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 13.1 of the Agreement, under the heading "Transfer by Licensor," shall be supplemented by the following language, which shall be considered an integral part of the Agreement:

However, no assignment shall be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under this Agreement.

2. Section 13.3.6 of the Agreement, under the heading "Conditions for Approval of Transfer," shall be supplemented with the following:

provided, however, that all rights enjoyed by the transferor and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680- 695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied;

3. Section 15.5 of the Agreement, under the heading "Non-Competition Covenant", shall be supplemented with the following:

You acknowledge that any violation of the terms of the covenants not to compete would result in irreparable injury to us for which no adequate remedy of law may be available, and you accordingly agree that we may seek an injunction prohibiting any conduct by you in violation of the terms of the covenant not to compete.

4. The second sentence of Section 16 of the Agreement, under the heading "Successor Franchise," shall be amended by the addition of the following:

provided, however, that all rights enjoyed by you and any causes of action arising in your favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied;

5. Section 17.6 of the Agreement, under the heading "Governing Law," shall be supplemented by the following paragraph:

Provided, however, nothing herein contained shall bar our right to seek injunctive relief against threatened conduct that shall cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions. In addition, the foregoing choice of law will not be considered a waiver of any right conferred upon you by the provisions of Article 22 of the General Business Law of the State of New York.

6. Each provision of this Amendment to the Franchise Agreement shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of New York General Business Law, Article 33, Section 680 through 695, and of the Codes, Rules, and

Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16 are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this New York Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FranNet, LLC

Franchisee:

By: _____

Signature

Title: _____

Print Name

**AMENDMENT TO THE
FRANNET, LLC FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF RHODE ISLAND**

In recognition of the requirements of the Rhode Island Franchise Investment Act, the parties to the attached FranNet, LLC Franchise Agreement (the "Franchise Agreement") agree as follows:

1. The following language shall be added at the end of Section 9.1 of the Franchise Agreement entitled "Franchise Fee":

In Rhode Island, payment of the initial Franchise fee shall be deferred until your Business is open and training is complete.

2. The following language shall be added at the end of Section 17.3 of the Franchise Agreement:

Notwithstanding the above, Rhode Island franchisees are permitted to bring a lawsuit in Rhode Island for claims arising under the Rhode Island Franchise Investment Act.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Rhode Island Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FranNet, LLC

Franchisee:

By: _____

Signature

Title: _____

Print Name

**ADDENDUM TO FRANCHISE AGREEMENT
OF FRANNET, LLC
FOR THE STATE OF WASHINGTON**

THIS ADDENDUM TO FRANCHISE AGREEMENT (“Addendum”) is effective as of the date of execution of the Franchise Agreement by and between **FranNet, LLC** (“Franchisor”) and _____ (“Franchisee”), dated _____, ____ (the “Franchise Agreement”).

The State of Washington has a statute, RCW 19.100.180 which 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 franchise including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of arbitration, or as determined by the arbitrator.

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

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act 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 collectible to the extent that they reflect the franchisor’s reasonable estimate or actual costs in effecting the transfer.

The undersigned does hereby acknowledge receipt of this Addendum.

This Addendum shall modify the Franchise Agreement only to the extent expressly provided herein, and all other terms, conditions and obligations of the Franchise Agreement shall continue to remain in full force and effect.

Dated this ____ day of _____, 20_____.

FRANCHISOR:

FRANCHISEE

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT "C" TO FRANCHISE DISCLOSURE DOCUMENT

FRANNET, LLC

Financial Statements

FRANNET, LLC AND SUBSIDIARIES

Consolidated Financial Statements

December 31, 2019 and 2018

FRANNET, LLC AND SUBSIDIARIES
Consolidated Financial Statements
December 31, 2019 and 2018

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- Certified Public Accountants
- Business Advisors

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301 East Elm Street
New Albany, IN 47150



Independent Auditors' Report

To the Members of
FranNet, LLC and Subsidiaries

We have audited the accompanying consolidated financial statements of FranNet, LLC and Subsidiaries, FranNet Global, LLC, and ZorNetwork, LLC (collectively the "Company"), which comprise the consolidated balance sheets as of December 31, 2019 and 2018, and the related consolidated statements of income and changes in members' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform each audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Company as of December 31, 2019 and 2018, and the results of its consolidated operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Rodefer Moss & Co, PLLC

New Albany, Indiana
March 3, 2020

FRANNET, LLC AND SUBSIDIARIES
Consolidated Balance Sheets
December 31, 2019 and 2018

	<u>2019</u>	<u>2018</u>
ASSETS		
Current Assets		
Cash	\$ 2,714,069	\$ 2,563,155
Restricted cash for marketing purposes	90,862	84,527
Accounts receivable	567,068	437,928
Note receivable, current portion	-	1,773
Other current assets	<u>136,818</u>	<u>117,103</u>
Total current assets	<u>3,508,817</u>	<u>3,204,486</u>
Property and equipment, net of accumulated depreciation	190,585	113,676
Goodwill and other intangibles, net of accumulated amortization	1,884,260	2,193,902
Investment in affiliate	<u>5,342</u>	<u>5,263</u>
Total noncurrent assets	<u>2,080,187</u>	<u>2,312,841</u>
Total assets	<u>\$ 5,589,004</u>	<u>\$ 5,517,327</u>
LIABILITIES AND MEMBERS' EQUITY		
Current Liabilities		
Accounts payable	\$ 586,377	\$ 402,649
Accrued expenses	116,592	153,751
Deposits and deferred revenue	<u>128,046</u>	<u>17,046</u>
Total current liabilities	<u>831,015</u>	<u>573,446</u>
Total liabilities	831,015	573,446
Members' Equity	<u>4,757,989</u>	<u>4,943,881</u>
Total liabilities and members' equity	<u>\$ 5,589,004</u>	<u>\$ 5,517,327</u>

FRANNET, LLC AND SUBSIDIARIES
Consolidated Statements of Income and Changes in Members' Equity
Years Ended December 31, 2019 and 2018

	<u>2019</u>	<u>2018</u>
Revenue		
Commissions income	\$ 14,360,311	\$ 15,314,186
Franchisor Membership and Zor Admin income	1,395,861	1,402,091
Meeting income	1,397,115	1,376,000
Marketing income	333,838	334,242
Training	13,608	26,961
Residual and Retainer income	658,043	497,523
Administrative income	<u>142,892</u>	<u>135,339</u>
Total revenue	<u>18,301,668</u>	<u>19,086,342</u>
Direct costs		
Commissions	12,456,027	13,246,185
Meeting expense	401,414	404,810
Marketing costs	314,809	336,366
Training	31,544	25,372
Residual and Retainer expense	<u>331,239</u>	<u>263,293</u>
Total direct costs	<u>13,535,033</u>	<u>14,276,026</u>
Gross profit	<u>4,766,635</u>	<u>4,810,316</u>
Operating expenses		
General and administrative	3,610,276	4,066,699
Depreciation and amortization	<u>29,084</u>	<u>34,516</u>
Total operating expenses	<u>3,639,360</u>	<u>4,101,215</u>
Net income from continuing operations	1,127,275	709,101
Discontinued operations		
Gain (loss) from discontinued operations	<u>-</u>	<u>544,538</u>
Net income	1,127,275	1,253,639
Members' equity		
Beginning of year	4,943,881	4,877,360
Purchase of outstanding shares	-	(4,255)
Members' distributions	<u>(1,313,167)</u>	<u>(1,182,863)</u>
End of year	<u>\$ 4,757,989</u>	<u>\$ 4,943,881</u>

See notes to consolidated financial statements.

FRANNET, LLC AND SUBSIDIARIES
Consolidated Statements of Cash Flows
Years Ended December 31, 2019 and 2018

	<u>2019</u>	<u>2018</u>
Cash Flows From Operating Activities		
Net income	\$ 1,127,275	\$ 1,253,639
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation and amortization	29,084	32,789
Loss on disposed intangible assets	305,000	6,244
Gain on disposal of property and equipment	(100)	-
Decrease (increase) in assets		
Accounts and notes receivable	(127,367)	240,281
Other current assets	(19,715)	(28,433)
Increase (decrease) in liabilities		
Accounts payable	183,728	(200,857)
Accrued expenses	(37,159)	42,694
Deposits and deferred revenue	111,000	(2,439)
Net cash flows from operating activities	<u>1,571,746</u>	<u>1,343,918</u>
Cash Flows From Investing Activities		
Fixed assets purchased	(101,409)	(22,065)
Net gain on investment in affiliate	79	601
Net cash flows from investing activities	<u>(101,330)</u>	<u>(21,464)</u>
Cash Flows From Financing Activities		
Members' distributions	(1,313,167)	(1,182,863)
Repurchase of shares	-	(4,255)
Net cash flows from financing activities	<u>(1,313,167)</u>	<u>(1,187,118)</u>
Net change in cash and cash equivalents	157,249	135,336
Cash and restricted cash at the beginning of the year	<u>2,647,682</u>	<u>2,512,346</u>
Cash and restricted cash at the end of the year	<u>\$ 2,804,931</u>	<u>\$ 2,647,682</u>

See notes to consolidated financial statements.

FRANNET, LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements
December 31, 2019 and 2018

NOTE 1 - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Company Activities and Operating Cycle - The consolidated financial statements include the accounts of FranNet, LLC and its subsidiaries FranNet Global, LLC, and ZorNetwork, LLC (herein referred to as the "Company"). Intercompany transactions and balances have been eliminated in the consolidation.

FranNet, LLC, FranNet Global, LLC and ZorNetwork, LLC are limited liability companies organized in the state of New Jersey. The Company offers licenses to operate new FranNet franchises and conversion licenses to existing FranNet businesses. FranNet businesses offer specialized franchise-consulting services to franchisors, potential franchisors, licensors and other business opportunity companies in connection with the sale (or resale) of their franchises, licenses and business opportunities. FranNet Global, LLC was organized during 2013 as a separate entity to conduct business outside the United States and Canada. During 2018, FranNet, LLC Global converted from a direct Franchisor/Franchisee relationship to a Master relationship with the existing franchisees, in effect discontinuing any impact on the consolidated financial statements of the Company. ZorNetwork, LLC was organized during 2015 as a separate entity for franchise sales and development.

The Company, as franchisor, offers 10-year nonexclusive franchise agreements which are sold at fees ranging from \$15,000 to \$35,000. As of December 31, 2019 and 2018, the Company had fifty-six FranNet franchisee territories. The agreements may be extended for an unlimited number of successor terms of ten years each. The agreements provide the license to offer consulting services to franchisors, potential franchisors, licensors, and other business opportunity companies in connection with the sale of their franchises, business opportunities, licenses and existing resales. When an individual franchise is sold, the Company agrees to provide certain services to the licensee. Generally, these services include training, furnish guidance and operation manuals, and provide specification for the Marks - certain trademarks, service marks and other commercial symbols, including the mark "FranNet." As provided in the agreements, the franchisees make payments to the Company for license fees, insurance premiums and other services provided by the Company. The Company may terminate an agreement if the franchisee fails to comply with any of its provisions. A one-year non-competition provision in the agreements becomes effective upon termination or expiration.

Method of Accounting - The Company uses the accrual method of accounting for reporting income and expenses. Under this method, income is recorded as it is earned and expenses are recorded as incurred, resulting in proper matching of income and expenses to determine net income for a specific period of time.

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

Cash - All highly liquid investments with a maturity of three months or less when purchased are considered cash equivalents.

Restricted Cash - The Company is required to maintain, in a separate account, the quarterly contributions of the licensees for the marketing program. The funds will be used for advertising and/or promotional purposes.

Accounts Receivable - Trade accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Based on management's assessment of the credit history with customers having outstanding balances and current relationships with them, it has concluded that realization losses on balances outstanding at year-end will be immaterial. Therefore, there is no allowance for doubtful accounts at December 31, 2019 and 2018.

Investment in Affiliates - The Company has a fifty percent interest in Franchise Development Partners, LLC. The investment is accounted for using the equity method, i.e., at cost, increased or decreased by the Company's proportionate share of its undistributed earnings or losses.

FRANNET, LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements (Continued)

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

Property and Equipment - Property and equipment are stated at cost. Expenditures for additions are capitalized; expenditures for maintenance and repairs will be charged to expense as incurred. Depreciation is provided using the straight-line method over the estimated useful lives of the assets (3 - 39 years). The Company's policy is to expense assets costing \$500 or less. Upon retirement or disposal of assets, the cost and accumulated depreciation are eliminated from the accounts and the resulting gain or loss is credited or charged to operations.

Goodwill and Intangibles - The Company accounts for acquisitions of businesses that occur from time to time in accordance with GAAP. Intangibles acquired in such transactions that have a determinable life, such as trademarks, are amortized over the remaining useful life of each, which range from 2 - 8 years. Goodwill from such acquisitions represents the excess of the cost of a business acquired over the net of the amounts assigned to assets acquired and liabilities assumed. Amounts assigned to goodwill are based on independent appraisals or internal estimates. Goodwill is not amortized. Management evaluates the remaining useful life of an intangible asset that is not being amortized each reporting period to determine whether events and circumstances continue to support an indefinite useful life. Management determined during 2015 that \$62,500 in goodwill from the purchase of FranchiseWorks was impaired and was written-off. In 2019, management wrote off the \$305,000 of goodwill from the Proven Match acquisition, as it was determined to be impaired.

Revenue and Cost Recognition - Under Topic 606, revenue is recognized when, or as, control of promised goods and services is transferred to customers, and the amount of revenue recognized reflects the consideration to which an entity expects to be entitled in exchange for the goods and services transferred. The adoption of Topic 606 did not have a material effect on the timing or amount of revenue recognized as compared with the Company's previous revenue recognition practices. The Company primarily generates revenue through sales of individual franchises. The performance obligation are satisfied upon the sale of the franchise. Revenues from commissions which are fees paid by third-party franchisors when a prospect has entered a franchise agreement, and revenues from royalties which are based on third-party franchisors paying a percentage of royalties collected from the franchisee. The term between invoicing and when the performance obligations are satisfied is not significant. Payment terms are typically due concurrently with invoicing. There is not a significant financing component or significant payment terms, and no contracts involve variable consideration.

The Company also generates revenue through fees charged to the franchisees as described above. All of the fees charged are for performance obligations satisfied at the time of invoicing, such as insurance premiums and license fees. Support services are sometimes billed a few months at a time, at which point this revenue is recognized over the months billed.

Advertising - Advertising costs are charged to expense as incurred. Total advertising costs charged to expense for the years ended December 31, 2019 and 2018 was \$40,324 and \$40,067, respectively.

Income Taxes - The Companies are New Jersey limited liability companies. As a result, income and losses of the Companies are passed through to its members for federal and state income tax purposes. Accordingly, no provision is made for federal or state income taxes for the Companies.

The Companies evaluates its uncertain tax positions in accordance with applicable standards. It has evaluated its tax positions, and believes that it has none that are uncertain.

Foreign Operations - The Company experienced a net foreign currency transaction loss of \$487 in 2019 and a net foreign currency transaction loss of \$2,683 in 2018. This amount is included in operating expenses in the accompanying consolidated financial statements.

FRANNET, LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements (Continued)

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

Date of Management Review - Management has evaluated events and transactions occurring subsequent to the balance sheet date of December 31, 2019 for items that should be potentially recognized or disclosed in these consolidated financial statements. The evaluation was conducted through the date of the report, which is the date these consolidated financial statements were available to be issued.

Change in Accounting Principle - On January 1, 2019, the Company adopted Accounting Standards Update (“ASU”) No. 2014-09, Revenue from Contracts with Customers (Topic 606) using the modified retrospective approach. Under this method, the guidance is applied only to the most current period presented in the financial statements. ASU No. 2014-09 outlines a single comprehensive revenue recognition model for revenue arising from contracts with customers and superseded most of the previous revenue recognition guidance, including industry-specific guidance. Under ASU No. 2014-09, the Company follows the five-step model provided in the guidance in order to recognize revenue in the following manner: 1) Identify the contract; 2) Identify the performance obligations of the contract; 3) Determine the transaction price of the contract; 4) Allocate the transaction price to the performance obligation; and, 5) Recognize revenue. Under this method, an entity recognizes revenue for the transfer of promised goods or services to customers in an amount that reflects the consideration for which the entity expects to be entitled in exchange for those goods or services. The Company’s revenue recognition policies remained substantially unchanged as a result of the adoption of ASU No. 2014-09, and there were no significant changes in business processes or systems.

In November 2016, FASB issued Accounting Standard Update No. 2016- 18 - *Statement of Cash Flows (Topic 230)*. Update No. 2016-18 provides guidance on the classification and presentation of restricted cash in the statement of cash flows. The update clarifies the presentation of restricted cash and has been applied retrospectively to all periods presented, with no effect on net assets.

NOTE 2 - CONCENTRATION OF CASH

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

NOTE 3 - NOTE RECEIVABLE

During 2014, the Company made certain improvements on behalf of JASR, a related party described in Note 8. The note bore no interest and amortized on a straight-line basis over a five-year period commencing January 1, 2015 with payments due in the amount of \$1,773 per year. The Company made its final payment in December 2019. The note receivable balance due at December 31, 2019 and 2018 totaled \$0 and \$1,773, respectively.

NOTE 4 - PROPERTY AND EQUIPMENT

The following is a summary of property and equipment, less accumulated depreciation at December 31, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Furniture and equipment	\$ 201,339	\$ 198,617
Leasehold improvements	118,908	118,908
Software-in-progress	96,607	-
Proven Match software	<u>36,040</u>	<u>36,040</u>
	452,894	353,565
Less accumulated depreciation	<u>(262,309)</u>	<u>(239,889)</u>
Property and equipment, net	<u>\$ 190,585</u>	<u>\$ 113,676</u>

FRANNET, LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements (Continued)

NOTE 5 - INTANGIBLE ASSETS

Intangible assets consist of the following at December 31, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
<u>Amortized intangible assets</u>		
Trademarks	\$ 58,424	\$ 58,424
Franchisor contracts	62,500	62,500
Less accumulated amortization	<u>(118,021)</u>	<u>(113,379)</u>
Net carrying amount	2,903	7,545
<u>Unamortized intangible assets</u>		
Goodwill	<u>1,881,357</u>	<u>2,186,357</u>
Intangibles, net of accumulated amortization	<u>\$ 1,884,260</u>	<u>\$ 2,193,902</u>

Future amortization expense is as follows:

<u>Years ended December 31,</u>		
2020	\$	1,873
2021		1,030

NOTE 6 - INVESTMENT IN AFFILIATE

As described in Note 1, the Company has a fifty percent ownership interest in Franchise Development Partners, LLC. Following is a summary of the financial position of Franchise Development Partners, LLC, and the related statement of operations and members' equity for the years ended December 31, 2019 and 2018.

	<u>2019</u>	<u>2018</u>
Assets		
Current assets	\$ 4,527	\$ 4,270
Intangible assets	<u>815</u>	<u>993</u>
Total assets	<u>\$ 5,342</u>	<u>\$ 5,263</u>
Liabilities and Members Equity		
Accounts payable	\$ 257	\$ 779
Members' equity	<u>5,085</u>	<u>4,484</u>
Total liabilities and members equity	<u>\$ 5,342</u>	<u>\$ 5,263</u>
Revenues	\$ 20,755	\$ 21,170
Operating selling and administrative fees	<u>(19,977)</u>	<u>(20,453)</u>
Income from operations	778	717
Amortization	<u>(178)</u>	<u>(178)</u>
Net income	<u>\$ 600</u>	<u>\$ 539</u>

FRANNET, LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements (Continued)

NOTE 7 - RETIREMENT PLAN

The Company has a SIMPLE IRA deferred compensation plan (the “Plan”) covering all employees meeting certain eligibility requirements. Under the Plan, the Company will match 100 percent of employee contributions to the Plan, with a maximum Company contribution of 3 percent of an employee’s eligible compensation. For the years ended December 31, 2019 and 2018 the Company’s contribution to the Plan was \$34,655 and \$29,391 respectively.

NOTE 8 - RELATED PARTY TRANSACTIONS

The Company pays consulting fees to three of its members. Consulting fees for members totaled \$147,000 and \$109,000 for the years ending December 31, 2019 and 2018, respectively.

On September 18, 2017, the Company approved a stipend of \$5,000 to be paid to outside board members. The amount paid to outside board members for the years ended December 31, 2019 and 2018 was \$12,500 and \$15,000, respectively.

The Company leased office space from JASR Enterprises, LLC as described in Note 9. The members of JASR Enterprises, LLC include three members of the Company. The building was sold to an unrelated party on April 11, 2019, at which point the lease ceased to be a related party transaction. Additionally, the Company had a note receivable due from JASR as described in Note 3.

The Company’s employment contracts with its members are described in Note 10.

NOTE 9 - LEASE COMMITMENTS AND RENT EXPENSE

The Company leased office space at 10302 Brookridge Village Boulevard, Louisville, KY from an entity owned by three members of the Company, who are also officers of the Company. On April 11, 2019, the building was sold to an unrelated party. The original lease agreement has been amended multiple times since its origination. The amended lease in effect at the time of the sale was effective from November 1, 2015 through December 31, 2019. On April 11, 2019, the lease was amended to be effective through April 10, 2023. The lease also provides that the Company will pay all operating expenses including real estate taxes. The total rent and operating expenses charged to the Company was \$105,506 and \$102,255 for the years ended December 31, 2019 and 2018, respectively. \$29,600 and \$102,255 of that rent was paid to a related party in the years ended December 31, 2019 and 2018, respectively, as described in Note 8.

Future minimum rental payments are as follows:

<u>Years Ending December 31,</u>	
2020	\$ 105,507
2021	105,507
2022	105,507
2023	<u>29,306</u>
	<u>\$ 345,827</u>

NOTE 10 - EMPLOYMENT CONTRACTS

The Company had a long-term employment contract with the Company’s Chief Operating Officer (“COO”) in effect from January 1, 2011 through January 1, 2014. Under the terms of the contract, should the Company terminate the COO without cause, the COO is entitled to severance compensation equal to one and one half months pay for each year of employment with the Company, not to exceed one year of severance compensation. Effective January 1, 2014, the contract was extended three additional years and the COO was promoted to Chief Executive Officer (“CEO”) of the Company. Most recently, the contract was extended effective January 1, 2020 for an additional three years.

FRANNET, LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements (Continued)

NOTE 10 - EMPLOYMENT CONTRACTS - (Continued)

ZorNetwork, LLC has a long-term employment contract with its Vice-President in effect from October 16, 2015 through October 16, 2018. Under the terms of the contract, should the Company terminate the Vice President without cause, the Vice President is entitled to severance compensation equal to one month of pay for each year of employment with the Company. Effective August 19, 2017, the Company's Vice-President was promoted to President.

The Company executed a long-term employment contract with an Executive of the Company in effect from January 29, 2016 through January 29, 2019. Under the terms of the contract, should the Company terminate the Executive without cause, the Executive is entitled to severance compensation equal to one month of pay for each year of employment with the Company, not to exceed six months of severance compensation. During January 2018, the Executive separated from the Company and the contract was terminated.

NOTE 11 - DISCONTINUED OPERATIONS

During 2018, the Company converted the operations of FranNet Global, LLC from a direct Franchisor/Franchisee relationship to a Master relationship with the existing franchisees. For the year ended December 31, 2018, this entity realized net sales of \$17,570 and a net gain of \$544,538.

NOTE 12 - RECLASSIFICATION OF PRIOR YEAR PRESENTATION

Certain prior year amounts have been reclassified for consistency with the current year presentation. These reclassifications had no effect on the reported results of operations. This change in classification does not affect previously reported cash flows from operating activities in the Consolidated Statements of Cash Flows

FRANNET, LLC AND SUBSIDIARIES

Consolidated Financial Statements

December 31, 2018 and 2017

FRANNET, LLC AND SUBSIDIARIES
Consolidated Financial Statements
December 31, 2018 and 2017

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- Certified Public Accountants
- Business Advisors

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Independent Auditors' Report

To the Members of
FranNet, LLC and Subsidiaries

We have audited the accompanying consolidated financial statements of FranNet, LLC and Subsidiaries, FranNet Global, LLC, and ZorNetwork, LLC (collectively the "Company"), which comprise the consolidated balance sheets as of December 31, 2018 and 2017, and the related consolidated statements of income and changes in members' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform each audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Company as of December 31, 2018 and 2017, and the results of its consolidated operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Rodefer Moss & Co, PLLC

Rodefer Moss & Co, PLLC
New Albany, Indiana
March 5, 2019

FRANNET, LLC AND SUBSIDIARIES
Consolidated Balance Sheets
December 31, 2018 and 2017

	<u>2018</u>	<u>2017</u>
ASSETS		
Current Assets		
Cash	\$ 2,563,155	\$ 2,399,014
Restricted cash for marketing purposes	84,527	113,332
Accounts receivable	437,928	678,207
Note receivable, current portion	1,773	1,773
Other current assets	<u>117,103</u>	<u>88,670</u>
Total current assets	<u>3,204,486</u>	<u>3,280,996</u>
Property and equipment, net of accumulated depreciation	113,676	116,923
Note receivable, less current portion	-	1,773
Goodwill and other intangibles, net of accumulated amortization	2,193,902	2,207,054
Investment in affiliate	<u>5,263</u>	<u>4,662</u>
Total noncurrent assets	<u>2,312,841</u>	<u>2,330,412</u>
Total assets	<u>\$ 5,517,327</u>	<u>\$ 5,611,408</u>
LIABILITIES AND MEMBERS' EQUITY		
Current Liabilities		
Accounts payable	\$ 402,649	\$ 603,506
Accrued expenses	153,751	111,057
Deposits and deferred revenue	<u>17,046</u>	<u>19,485</u>
Total current liabilities	<u>573,446</u>	<u>734,048</u>
Total liabilities	573,446	734,048
Members' Equity	<u>4,943,881</u>	<u>4,877,360</u>
Total liabilities and members' equity	<u>\$ 5,517,327</u>	<u>\$ 5,611,408</u>

FRANNET, LLC AND SUBSIDIARIES
Consolidated Statements of Income and Changes in Members' Equity
Years Ended December 31, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Revenue		
Commissions income	\$ 15,314,186	\$ 16,787,310
Franchisor Membership and Zor Admin income	1,402,091	1,279,779
Meeting income	1,376,000	1,191,100
Marketing income	334,242	323,129
Training	26,961	34,581
Residual and Retainer income	497,523	245,883
Administrative income	<u>135,339</u>	<u>189,088</u>
Total revenue	<u>19,086,342</u>	<u>20,050,870</u>
Direct costs		
Commissions	13,246,185	14,484,743
Meeting expense	404,810	337,647
Marketing costs	336,366	215,031
Training	25,372	34,712
Residual and Retainer expense	<u>263,293</u>	<u>164,946</u>
Total direct costs	<u>14,276,026</u>	<u>15,237,079</u>
Gross profit	<u>4,810,316</u>	<u>4,813,791</u>
Operating expenses		
General and administrative	4,066,699	3,172,561
Depreciation and amortization	<u>34,516</u>	<u>37,685</u>
Total operating expenses	<u>4,101,215</u>	<u>3,210,246</u>
Net income from continuing operations	709,101	1,603,545
Discontinued operations		
Gain (loss) from discontinued operations	<u>544,538</u>	<u>(44,391)</u>
Net income	1,253,639	1,559,154
Members' equity		
Beginning of year	4,877,360	4,299,223
Purchase of outstanding shares	(4,255)	(40,867)
Members' distributions	<u>(1,182,863)</u>	<u>(940,150)</u>
End of year	<u>\$ 4,943,881</u>	<u>\$ 4,877,360</u>

FRANNET, LLC AND SUBSIDIARIES
Consolidated Statements of Cash Flows
Years Ended December 31, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Cash Flows From Operating Activities		
Net income	\$ 1,253,639	\$ 1,559,154
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation and amortization	32,789	37,685
Loss on disposed intangible assets	6,244	-
Loss on disposed fixed assets	-	1,325
Decrease (increase) in assets		
Accounts and notes receivable	240,281	42,906
Other current assets	(28,433)	(28,246)
Inventory	-	179
Increase (decrease) in liabilities		
Accounts payable	(200,857)	(126,474)
Accrued expenses	42,694	14,021
Deposits and deferred revenue	(2,439)	(1,619)
Net cash flows from operating activities	<u>1,343,918</u>	<u>1,498,931</u>
Cash Flows From Investing Activities		
Fixed assets purchased	(22,065)	(19,489)
Net loss (gain) on investment in affiliate	<u>601</u>	<u>(539)</u>
Net cash flows from investing activities	<u>(21,464)</u>	<u>(20,028)</u>
Cash Flows From Financing Activities		
Members' distributions	(1,182,863)	(940,150)
Repurchase of shares	<u>(4,255)</u>	<u>(40,867)</u>
Net cash flows from financing activities	<u>(1,187,118)</u>	<u>(981,017)</u>
Net change in cash and cash equivalents	135,336	497,886
Cash and cash equivalents at the beginning of the year	<u>2,512,346</u>	<u>2,014,460</u>
Cash and cash equivalents at the end of the year	<u>\$ 2,647,682</u>	<u>\$ 2,512,346</u>

FRANNET, LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements
December 31, 2018 and 2017

NOTE 1 - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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The Company, as franchisor, offers 10-year nonexclusive franchise agreements which are sold at fees ranging from \$15,000 to \$35,000. As of December 31, 2018 and 2017, the Company had fifty-five and fifty-six FranNet franchisees, respectively. The agreements may be extended for an unlimited number of successor terms of ten years each. The agreements provide the license to offer consulting services to franchisors, potential franchisors, licensors, and other business opportunity companies in connection with the sale of their franchises, business opportunities, licenses and existing resales. When an individual franchise is sold, the Company agrees to provide certain services to the licensee. Generally, these services include training, furnish guidance and operation manuals, and provide specification for the Marks - certain trademarks, service marks and other commercial symbols, including the mark “FranNet.” As provided in the agreements, the franchisees make payments to the Company for license fees, insurance premiums and other services provided by the Company. The Company may terminate an agreement if the franchisee fails to comply with any of its provisions. A one-year non-competition provision in the agreements becomes effective upon termination or expiration.

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Investment in Affiliates - The Company has a fifty percent interest in Franchise Development Partners, LLC. The investment is accounted for using the equity method, i.e., at cost, increased or decreased by the Company’s proportionate share of its undistributed earnings or losses.

FRANNET, LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements (Continued)

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

Property and Equipment - Property and equipment are stated at cost. Expenditures for additions are capitalized; expenditures for maintenance and repairs will be charged to expense as incurred. Depreciation is provided using the straight-line method over the estimated useful lives of the assets (3 - 39 years). The Company's policy is to expense assets costing \$500 or less. Upon retirement or disposal of assets, the cost and accumulated depreciation are eliminated from the accounts and the resulting gain or loss is credited or charged to operations.

Goodwill and Intangibles - The Company accounts for acquisitions of businesses that occur from time to time in accordance with GAAP. Intangibles acquired in such transactions that have a determinable life, such as trademarks, are amortized over the remaining useful life of each, which range from 2 - 8 years. Goodwill from such acquisitions represents the excess of the cost of a business acquired over the net of the amounts assigned to assets acquired and liabilities assumed. Amounts assigned to goodwill are based on independent appraisals or internal estimates. Goodwill is not amortized. Management evaluates the remaining useful life of an intangible asset that is not being amortized each reporting period to determine whether events and circumstances continue to support an indefinite useful life. Management determined during 2015 that \$62,500 in goodwill from the purchase of FranchiseWorks was impaired and was written-off.

Revenue and Cost Recognition - Revenue from sales of individual franchises is recognized, net of an allowance for uncollectible amounts, when substantially all significant services to be provided by the Company have been performed.

Revenues from commissions which are fees paid by third-party franchisors when a prospect has entered a franchise agreement are recognized when all material services or conditions relating to the sale have been substantially performed by the Company.

Revenues from royalties which are based on third-party franchisors paying a percentage of royalties collected from the franchisee are recognized as earned.

Revenues from all other fees charged to the franchisees are recognized as earned.

Advertising - Advertising costs are charged to expense as incurred. Total advertising costs charged to expense for the years ended December 31, 2018 and 2017 was \$43,051 and \$217,242, respectively.

Reclassifications - Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform to the presentation in the current-year financial statements.

Income Taxes - The Companies are New Jersey limited liability companies. As a result, income and losses of the Companies are passed through to its members for federal and state income tax purposes. Accordingly, no provision is made for federal or state income taxes for the Companies.

The Companies follow the provisions of uncertain tax positions as addressed in FASB Accounting Standards Codification 740-10-65-1. The Companies recognized no increase in the liability for unrecognized tax benefits. At December 31, 2018 and 2017, the Companies had no tax position for which the ultimate deductibility is highly certain but for which there is uncertainty about the timing of such deductibility.

Foreign Operations - The Company experienced a net foreign currency transaction loss of \$2,683 in 2018 and a net foreign currency transaction gain of \$10,558 in 2017. This amount is included in operating expenses in the accompanying financial statements.

FRANNET, LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements (Continued)

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

Date of Management Review - Management has evaluated events and transactions occurring subsequent to the balance sheet date of December 31, 2018 for items that should be potentially recognized or disclosed in these financial statements. The evaluation was conducted through the date of the report, which is the date these financial statements were available to be issued.

NOTE 2 - CONCENTRATION OF CASH

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

NOTE 3 - NOTE RECEIVABLE

During 2014, the Company made certain improvements on behalf of JASR, a related party described in Note 8. The note bears no interest and will amortize on a straight-line basis over a five-year period commencing January 1, 2015 with payments due in the amount of \$1,773 per year. The note receivable balance due at December 31, 2018 and 2017 totaled \$1,773 and \$3,546, respectively.

NOTE 4 - PROPERTY AND EQUIPMENT

The following is a summary of property and equipment, less accumulated depreciation at December 31, 2018 and 2017:

	<u>2018</u>	<u>2017</u>
Furniture and equipment	\$ 198,617	\$ 191,831
Leasehold improvements	118,908	115,108
Proven Match software	<u>36,040</u>	<u>36,040</u>
	353,565	342,979
Less accumulated depreciation	<u>(239,889)</u>	<u>(226,056)</u>
Property and equipment, net	<u>\$ 113,676</u>	<u>\$ 116,923</u>

NOTE 5 - INTANGIBLE ASSETS

Intangible assets consist of the following at December 31, 2018 and 2017:

	<u>2018</u>	<u>2017</u>
<u>Amortized intangible assets</u>		
Trademarks	\$ 58,424	\$ 58,424
Franchisor contracts	62,500	62,500
Less accumulated amortization	<u>(113,379)</u>	<u>(106,471)</u>
Net carrying amount	7,545	14,453
<u>Unamortized intangible assets</u>		
Goodwill	2,186,357	2,186,357
Manual	-	5,410
Domain	<u>-</u>	<u>834</u>
Intangibles, net of accumulated amortization	<u>\$ 2,193,902</u>	<u>\$ 2,207,054</u>

FRANNET, LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements (Continued)

NOTE 5 - INTANGIBLE ASSETS (Continued)

Future amortization expense is as follows:

<u>Years ended December 31,</u>	
2019	\$ 4,643
2020	1,873
2021	1,029

NOTE 6 - INVESTMENT IN AFFILIATE

As described in Note 1, the Company has a fifty percent ownership interest in Franchise Development Partners, LLC. Following is a summary of the financial position of Franchise Development Partners, LLC, and the related statement of operations and members' equity for the years ended December 31, 2018 and 2017.

	<u>2018</u>	<u>2017</u>
Assets		
Current assets	\$ 4,270	\$ 3,491
Intangible assets	<u>993</u>	<u>1,171</u>
Total assets	<u>\$ 5,263</u>	<u>\$ 4,662</u>
Liabilities and Members Equity		
Accounts payable	\$ 779	\$ 717
Members' equity	<u>4,484</u>	<u>3,945</u>
Total liabilities and members equity	<u>\$ 5,263</u>	<u>\$ 4,662</u>
Revenues	\$ 21,170	\$ 21,189
Operating selling and administrative fees	<u>(20,453)</u>	<u>(19,633)</u>
Income from operations	717	1,556
Amortization	<u>(178)</u>	<u>(178)</u>
Net income	<u>\$ 539</u>	<u>\$ 1,378</u>

NOTE 7 - RETIREMENT PLAN

The Company has a SIMPLE IRA deferred compensation plan (the "Plan") covering all employees meeting certain eligibility requirements. Under the Plan, the Company will match 100 percent of employee contributions to the Plan, with a maximum Company contribution of 3 percent of an employee's eligible compensation. For the years ended December 31, 2018 and 2017 the Company's contribution to the Plan was \$29,391 and \$28,455, respectively.

NOTE 8 - RELATED PARTY TRANSACTIONS

The Company pays consulting fees to two of its members. Consulting fees for members totaled \$109,000 and \$87,000 for the years ending December 31, 2018 and 2017, respectively.

On September 18, 2017, the Company approved a stipend of \$5,000 to be paid to outside board members. The amount paid to outside board members for the years ended December 31, 2018 and 2017 was \$15,000 and \$7,500, respectively.

FRANNET, LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements (Continued)

NOTE 8 - RELATED PARTY TRANSACTIONS (Continued)

The Company leases office space from JASR Enterprises, LLC as described in Note 9. The members of JASR Enterprises, LLC include three members of the Company. Additionally, the Company has a note receivable due from JASR as described in Note 3.

The Company's employment contracts with its members are described in Note 11.

NOTE 9 - LEASE COMMITMENTS AND RENT EXPENSE

The Company leases office space at 10302 Brookridge Village Boulevard, Louisville, KY from an entity owned by three members of the Company, who are also officers of the Company. The original lease agreement was amended on January 1, 2011 to increase the amount of leased office space; the amended agreement increased the minimum lease payments for 2012. A second amendment to the lease agreement was made on January 1, 2014. A third amendment was made effective November 1, 2015 through December 31, 2019. The lease also provides that the Company will pay all operating expenses including real estate taxes. The total rent and operating expenses charged to the Company was \$102,255 and \$97,471 for the years ended December 31, 2018 and 2017, respectively. Future minimum rental payments through December 31, 2019 total \$105,507.

NOTE 10 - CONSULTING COMMITMENT

The Company had a consulting agreement with the former owner of FranchiseWorks. Under the terms of the agreement, the Company was to pay the consultant \$25,000 per year for three years starting July 29, 2014. Should the Company terminate the agreement, a thirty day written notice was required and the consultant would continue to receive any remaining any sums payable. In 2017, the contract was terminated and the final payment of \$25,000 was made.

NOTE 11 - EMPLOYMENT CONTRACTS

The Company had a long-term employment contract with the Company's Chief Operating Officer ("COO") in effect from January 1, 2011 through January 1, 2014. Under the terms of the contract, should the Company terminate the COO without cause, the COO is entitled to severance compensation equal to one and one half months pay for each year of employment with the Company, not to exceed one year of severance compensation. Effective January 1, 2014, the contract was extended three additional years and the COO was promoted to Chief Executive Officer ("CEO") of the Company. The contract was extended effective January 1, 2017 for an additional three years.

The Company had a long-term employment contract with the Company's Vice-President in effect from August 6, 2012 through August 6, 2015. Under the terms of the contract, should the Company terminate the Vice President without cause, the Vice President is entitled to severance compensation equal to one month of pay for each year of employment with the Company, not to exceed six months of severance compensation. Effective January 1, 2015, the Company's Vice-President was promoted to President. Effective January 6, 2016, a new three-year contract was executed. On July 14, 2017, the President separated from the Company and the contract was terminated.

ZorNetwork, LLC has a long-term employment contract with its Vice-President in effect from October 16, 2015 through October 16, 2018. Under the terms of the contract, should the Company terminate the Vice President without cause, the Vice President is entitled to severance compensation equal to one month of pay for each year of employment with the Company. Effective August 19, 2017, the Company's Vice-President was promoted to President.

The Company executed a long-term employment contract with an Executive of the Company in effect from January 29, 2016 through January 29, 2019. Under the terms of the contract, should the Company terminate the Executive without cause, the Executive is entitled to severance compensation equal to one month of pay for each year of employment with the Company, not to exceed six months of severance compensation. During January, 2018 the Executive separated from the Company and the contract was terminated.

FRANNET, LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements (Continued)

NOTE 12 - DISCONTINUED OPERATIONS

During 2018, the Company converted the operations of FranNet Global, LLC from a direct Franchisor/Franchisee relationship to a Master relationship with the existing franchisees. For the year ended December 31, 2018, this entity realized net sales of \$17,570 and a net gain of \$544,538. For the year ended December 31, 2017, this location realized net sales of \$211,191 and net loss of \$44,391.

FRANNET, LLC AND SUBSIDIARIES

Consolidated Financial Statements

December 31, 2017 and 2016

FRANNET, LLC AND SUBSIDIARIES
Consolidated Financial Statements
December 31, 2017 and 2016

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- Business Advisors

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Independent Auditors' Report

To the Members of
FranNet, LLC and Subsidiaries

We have audited the accompanying consolidated financial statements of FranNet, LLC and Subsidiaries, FranNet Global, LLC, and ZorNetwork, LLC (collectively the "Company"), which comprise the consolidated balance sheets as of December 31, 2017 and 2016, and the related consolidated statements of income and changes in members' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform each audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Company as of December 31, 2017 and 2016, and the results of its consolidated operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Rodefer Moss & Co, PLLC

Rodefer Moss & Co, PLLC
New Albany, Indiana
March 6, 2018

FRANNET, LLC AND SUBSIDIARIES
Consolidated Balance Sheets
December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
ASSETS		
Current Assets		
Cash	\$ 2,399,014	\$ 1,955,582
Restricted cash for marketing purposes	113,332	58,878
Accounts receivable	678,207	721,111
Note receivable, current portion	1,773	1,773
Inventory	-	179
Other current assets	<u>88,670</u>	<u>60,424</u>
Total current assets	<u>3,280,996</u>	<u>2,797,947</u>
Property and equipment, net of accumulated depreciation	116,923	127,762
Note receivable, less current portion	1,773	3,546
Goodwill and other intangibles, net of accumulated amortization	2,207,054	2,213,965
Investment in affiliate	<u>4,662</u>	<u>4,123</u>
Total noncurrent assets	<u>2,330,412</u>	<u>2,349,396</u>
Total assets	<u>\$ 5,611,408</u>	<u>\$ 5,147,343</u>
LIABILITIES AND MEMBERS' EQUITY		
Current Liabilities		
Accounts payable	\$ 603,506	\$ 729,980
Accrued expenses	111,057	97,036
Deposits and deferred revenue	<u>19,485</u>	<u>21,104</u>
Total current liabilities	<u>734,048</u>	<u>848,120</u>
Total liabilities	734,048	848,120
Members' Equity	<u>4,877,360</u>	<u>4,299,223</u>
Total liabilities and members' equity	<u>\$ 5,611,408</u>	<u>\$ 5,147,343</u>

FRANNET, LLC AND SUBSIDIARIES
Consolidated Statements of Income and Changes in Members' Equity
Years Ended December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Revenue		
Commissions income	\$ 16,401,464	\$ 16,702,125
Sponsor income and other related income	2,139,547	2,011,675
Meeting income	1,191,100	1,073,500
Marketing income	323,129	323,690
Proven match and call center	63,625	66,875
FranchiseWorks	600	2,942
Training	34,581	26,275
Royalties	45,843	55,608
Administrative income	<u>72,842</u>	<u>43,652</u>
Total revenue	<u>20,272,731</u>	<u>20,306,342</u>
Direct costs		
Commissions	13,741,527	14,143,285
Referral expense	879,969	995,573
Meeting expense	496,086	387,374
Marketing costs	215,031	234,564
Sponsor fees	84,558	117,757
Training	85,959	58,294
Royalty expense	<u>27,129</u>	<u>34,087</u>
Total direct costs	<u>15,530,259</u>	<u>15,970,934</u>
Gross profit	<u>4,742,472</u>	<u>4,335,408</u>
Operating expenses		
General and administrative	3,145,633	2,726,436
Depreciation and amortization	<u>37,685</u>	<u>50,910</u>
Total operating expenses	<u>3,183,318</u>	<u>2,777,346</u>
Net income	1,559,154	1,558,062
Members' equity		
Beginning of year	4,299,223	3,511,394
Purchase of outstanding shares	(40,867)	-
Members' distributions	<u>(940,150)</u>	<u>(770,233)</u>
End of year	<u>\$ 4,877,360</u>	<u>\$ 4,299,223</u>

See notes to consolidated financial statements.

FRANNET, LLC AND SUBSIDIARIES
Consolidated Statements of Cash Flows
Years Ended December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Cash Flows From Operating Activities		
Net income	\$ 1,559,154	\$ 1,558,062
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation and amortization	37,685	50,910
Loss on disposed fixed assets	1,325	222
Decrease (increase) in assets		
Accounts and notes receivable	42,906	(124,594)
Restricted cash for marketing expenses	(54,454)	(21,782)
Other current assets	(28,246)	(31,836)
Inventory	179	134
Increase (decrease) in liabilities		
Accounts payable	(126,474)	160,848
Accrued expenses	13,588	13,610
Deferred revenue	(1,186)	(5,614)
Net cash flows from operating activities	<u>1,444,477</u>	<u>1,599,960</u>
Cash Flows From Investing Activities		
Fixed assets purchased	(19,489)	(28,219)
Net loss (gain) on investment in affiliate	<u>(539)</u>	<u>685</u>
Net cash flows from investing activities	<u>(20,028)</u>	<u>(27,534)</u>
Cash Flows From Financing Activities		
Members' distributions	(940,150)	(770,233)
Repurchase of shares	<u>(40,867)</u>	<u>(64,935)</u>
Net cash flows from financing activities	<u>(981,017)</u>	<u>(835,168)</u>
Net change in cash and cash equivalents	443,432	737,258
Cash and cash equivalents at the beginning of the year	<u>1,955,582</u>	<u>1,218,324</u>
Cash and cash equivalents at the end of the year	<u>\$ 2,399,014</u>	<u>\$ 1,955,582</u>
Supplemental Disclosure of Cash Flow Information:		
Cash payments for interest	<u>\$ -</u>	<u>\$ 566</u>

FRANNET, LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements
December 31, 2017 and 2016

NOTE 1 - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Company Activities and Operating Cycle - The consolidated financial statements include the accounts of FranNet, LLC and its subsidiaries FranNet Global, LLC, and ZorNetwork, LLC (herein referred to as the "Company"). Intercompany transactions and balances have been eliminated in the consolidation.

FranNet, LLC, FranNet Global, LLC and ZorNetwork, LLC are limited liability companies organized in the state of New Jersey. The Company offers licenses to operate new FranNet franchises and conversion licenses to existing FranNet businesses. FranNet businesses offer specialized franchise-consulting services to franchisors, potential franchisors, licensors and other business opportunity companies in connection with the sale (or resale) of their franchises, licenses and business opportunities. FranNet Global, LLC was organized during 2013 as a separate entity to conduct business outside the United States and Canada. ZorNetwork, LLC was organized during 2015 as a separate entity for franchise sales and development.

The Company, as franchisor, offers 10-year nonexclusive franchise agreements which are sold at fees ranging from \$15,000 to \$35,000. As of January 1, 2018 and 2017, the Company had sixty-one and fifty-seven FranNet franchisees, respectively. The agreements may be extended for an unlimited number of successor terms of ten years each. The agreements provide the license to offer consulting services to franchisors, potential franchisors, licensors, and other business opportunity companies in connection with the sale of their franchises, business opportunities, licenses and existing resales. When an individual franchise is sold, the Company agrees to provide certain services to the licensee. Generally, these services include training, furnish guidance and operation manuals, and provide specification for the Marks - certain trademarks, service marks and other commercial symbols, including the mark "FranNet." As provided in the agreements, the franchisees make payments to the Company for license fees, insurance premiums and other services provided by the Company. The Company may terminate an agreement if the franchisee fails to comply with any of its provisions. A one-year non-competition provision in the agreements becomes effective upon termination or expiration.

Method of Accounting - The Company uses the accrual method of accounting for reporting income and expenses. Under this method, income is recorded as it is earned and expenses are recorded as incurred, resulting in proper matching of income and expenses to determine net income for a specific period of time.

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

Cash - All highly liquid investments with a maturity of three months or less when purchased are considered cash equivalents.

Restricted Cash - The Company is required to maintain, in a separate account, the quarterly contributions of the licensees for the marketing program. The funds will be used for advertising and/or promotional purposes.

Accounts Receivable - Trade accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Based on management's assessment of the credit history with customers having outstanding balances and current relationships with them, it has concluded that realization losses on balances outstanding at year-end will be immaterial. Therefore, there is no allowance for doubtful accounts at December 31, 2017 and 2016.

Investment in Affiliates - The Company has a fifty percent interest in Franchise Development Partners, LLC. The investment is accounted for using the equity method, i.e., at cost, increased or decreased by the Company's proportionate share of its undistributed earnings or losses.

FRANNET, LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements (Continued)

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

Inventory - Inventory consists of marketing materials available for purchase by associates and is valued at cost on a first-in, first-out basis. Inventory was eliminated through the normal course of business during 2017 and will be charged to expense at the time of purchase in the future.

Property and Equipment - Property and equipment are stated at cost. Expenditures for additions are capitalized; expenditures for maintenance and repairs will be charged to expense as incurred. Depreciation is provided using the straight-line method over the estimated useful lives of the assets (3 - 39 years). The Company's policy is to expense assets costing \$500 or less. Upon retirement or disposal of assets, the cost and accumulated depreciation are eliminated from the accounts and the resulting gain or loss is credited or charged to operations.

Goodwill and Intangibles - The Company accounts for acquisitions of businesses that occur from time to time in accordance with GAAP. Intangibles acquired in such transactions that have a determinable life, such as trademarks, are amortized over the remaining useful life of each, which range from 2 - 8 years. Goodwill from such acquisitions represents the excess of the cost of a business acquired over the net of the amounts assigned to assets acquired and liabilities assumed. Amounts assigned to goodwill are based on independent appraisals or internal estimates. Goodwill is not amortized. Management evaluates the remaining useful life of an intangible asset that is not being amortized each reporting period to determine whether events and circumstances continue to support an indefinite useful life. Management determined during 2015 that \$62,500 in goodwill from the purchase of FranchiseWorks was impaired and was written-off.

Revenue and Cost Recognition - Revenue from sales of individual franchises is recognized, net of an allowance for uncollectible amounts, when substantially all significant services to be provided by the Company have been performed.

Revenues from commissions which are fees paid by third-party franchisors when a prospect has entered a franchise agreement are recognized when all material services or conditions relating to the sale have been substantially performed by the Company.

Revenues from royalties which are based on third-party franchisors paying a percentage of royalties collected from the franchisee are recognized as earned.

Revenues from all other fees charged to the franchisees are recognized as earned.

Advertising - Advertising costs are charged to expense as incurred. Total advertising costs charged to expense for the years ended December 31, 2017 and 2016 was \$217,242 and \$141,896, respectively.

Income Taxes - The Companies are New Jersey limited liability companies. As a result, income and losses of the Companies are passed through to its members for federal and state income tax purposes. Accordingly, no provision is made for federal or state income taxes for the Companies.

The Companies follow the provisions of uncertain tax positions as addressed in FASB Accounting Standards Codification 740-10-65-1. The Companies recognized no increase in the liability for unrecognized tax benefits. At December 31, 2017 and 2016, the Companies had no tax position for which the ultimate deductibility is highly certain but for which there is uncertainty about the timing of such deductibility.

Foreign Operations - The Company experienced a net foreign currency transaction gain of \$6,327 in 2017 and a net foreign currency transaction loss of \$3,307 in 2016. This amount is included in operating expenses in the accompanying financial statements.

FRANNET, LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements (Continued)

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

Date of Management Review - Management has evaluated events and transactions occurring subsequent to the balance sheet date of December 31, 2017 for items that should be potentially recognized or disclosed in these financial statements. The evaluation was conducted through the date of the report, which is the date these financial statements were available to be issued.

NOTE 2 - CONCENTRATION OF CASH

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

NOTE 3 - NOTE RECEIVABLE

During 2014, the Company made certain improvements on behalf of JASR, a related party described in Note 8. The note bears no interest and will amortize on a straight-line basis over a five-year period commencing January 1, 2015 with payments due in the amount of \$1,773 per year. The note receivable balance due at December 31, 2017 and 2016 totaled \$3,546 and \$5,319, respectively.

NOTE 4 - PROPERTY AND EQUIPMENT

The following is a summary of property and equipment, less accumulated depreciation at December 31, 2017 and 2016:

	<u>2017</u>	<u>2016</u>
Furniture and equipment	\$ 191,831	\$ 175,213
Leasehold improvements	115,108	115,108
Proven Match software	<u>36,040</u>	<u>36,040</u>
	342,979	326,361
Less accumulated depreciation	<u>(226,056)</u>	<u>(198,599)</u>
Property and equipment, net	<u>\$ 116,923</u>	<u>\$ 127,762</u>

NOTE 5 - INTANGIBLE ASSETS

Intangible assets consist of the following at December 31, 2017 and 2016:

	<u>2017</u>	<u>2016</u>
<u>Amortized intangible assets</u>		
Trademarks	\$ 58,424	\$ 58,424
Franchisor contracts	62,500	62,500
Less accumulated amortization	<u>(106,471)</u>	<u>(99,560)</u>
Net carrying amount	14,453	21,364
<u>Unamortized intangible assets</u>		
Goodwill	2,186,357	2,186,357
Manual	5,410	5,410
Domain	<u>834</u>	<u>834</u>
Intangibles, net of accumulated amortization	<u>\$ 2,207,054</u>	<u>\$ 2,213,965</u>

FRANNET, LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements (Continued)

NOTE 5 - INTANGIBLE ASSETS (Continued)

Future amortization expense is as follows:

<u>Years ended December 31,</u>	
2018	\$ 6,872
2019	4,750
2020	1,865
2021	292

NOTE 6 - INVESTMENT IN AFFILIATE

As described in Note 1, the Company has a fifty percent ownership interest in Franchise Development Partners, LLC. Following is a summary of the financial position of Franchise Development Partners, LLC, and the related statement of operations and members' equity for the years ended December 31, 2017 and 2016.

	<u>2017</u>	<u>2016</u>
Assets		
Current assets	\$ 3,491	\$ 5,548
Intangible assets	<u>1,171</u>	<u>2,697</u>
Total assets	<u>\$ 4,662</u>	<u>\$ 8,245</u>
Liabilities and Members Equity		
Accounts payable	\$ 717	\$ 3,111
Members' equity	<u>3,945</u>	<u>5,134</u>
Total liabilities and members equity	<u>\$ 4,662</u>	<u>\$ 8,245</u>
Revenues	\$ 21,189	\$ 32,712
Operating selling and administrative fees	<u>(19,633)</u>	<u>(36,838)</u>
Income (loss) from operations	1,556	(4,126)
Amortization	<u>(178)</u>	<u>(356)</u>
Net income (loss)	<u>\$ 1,378</u>	<u>\$ (4,482)</u>

NOTE 7 - RETIREMENT PLAN

The Company has a SIMPLE IRA deferred compensation plan (the "Plan") covering all employees meeting certain eligibility requirements. Under the Plan, the Company will match 100 percent of employee contributions to the Plan, with a maximum Company contribution of 3 percent of an employee's eligible compensation. For the years ended December 31, 2017 and 2016 the Company's contribution to the Plan was \$28,455 and \$21,888, respectively.

NOTE 8 - RELATED PARTY TRANSACTIONS

The Company pays consulting fees to two of its members. Consulting fees for members totaled \$87,000 and \$72,000 for the years ending December 31, 2017 and 2016, respectively.

FRANNET, LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements (Continued)

NOTE 8 - RELATED PARTY TRANSACTIONS (Continued)

The Company had two outstanding notes payable to Howard Bassuk for portions of his equity interest in the company. Bassuk is still a minority member of Rosen/Armstrong Holdings, LLC. The two notes, dated March 15, 2006 and March 29, 2006, were originally for \$1,606,661 and \$292,272, respectively. The debt was paid in full during 2016. As part of the note payable agreements, Bassuk and his wife, Sarah Bassuk, also received consulting fees which totaled \$10,000 for 2016. No amounts were paid to Howard or Sarah Bassuk in 2017 for consulting.

On September 18, 2017, the Company approved a stipend of \$5,000 to be paid to outside board members. The amount paid to outside board members for the years ended December 31, 2017 and 2016 was \$7,500 and \$0, respectively.

The Company leases office space from JASR Enterprises, LLC as described in Note 9. The members of JASR Enterprises, LLC include three members of the Company. Additionally, the Company has a note receivable due from JASR as described in Note 3.

The Company's employment contracts with its members are described in Note 11.

NOTE 9 - LEASE COMMITMENTS AND RENT EXPENSE

The Company leases office space at 10302 Brookridge Village Boulevard, Louisville, KY from an entity owned by three members of the Company, who are also officers of the Company. The original lease agreement was amended on January 1, 2011 to increase the amount of leased office space; the amended agreement increased the minimum lease payments for 2012. A second amendment to the lease agreement was made on January 1, 2014. A third amendment was made effective November 1, 2015. The lease also provides that the Company will pay all operating expenses including real estate taxes. The total rent and operating expenses charged to the Company was \$97,471 and \$92,914 for the years ended December 31, 2017 and 2016, respectively.

Future minimum rental payments are as follows:

<u>Years Ending December 31,</u>	
2018	100,482
2019	<u>105,507</u>
	<u>\$ 205,989</u>

NOTE 10 - CONSULTING COMMITMENT

The Company had a consulting agreement with the former owner of FranchiseWorks. Under the terms of the agreement, the Company was to pay the consultant \$25,000 per year for three years starting July 29, 2015. Should the Company terminate the agreement, a thirty day written notice was required and the consultant would continue to receive any remaining any sums payable. In 2017, the contract was terminated and the final payment of \$25,000 was made.

NOTE 11 - EMPLOYMENT CONTRACTS

The Company had a long-term employment contract with the Company's Chief Operating Officer ("COO") in effect from January 1, 2011 through January 1, 2014. Under the terms of the contract, should the Company terminate the COO without cause, the COO is entitled to severance compensation equal to one and one half months pay for each year of employment with the Company, not to exceed one year of severance compensation. Effective January 1, 2014, the contract was extended three additional years and the COO was promoted to Chief Executive Officer ("CEO") of the Company. The contract was extended effective January 1, 2017 for an additional three years.

FRANNET, LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements (Continued)

NOTE 11 - EMPLOYMENT CONTRACTS (Continued)

The Company had a long-term employment contract with the Company's Vice-President in effect from August 6, 2012 through August 6, 2015. Under the terms of the contract, should the Company terminate the Vice President without cause, the Vice President is entitled to severance compensation equal to one month of pay for each year of employment with the Company, not to exceed six months of severance compensation. Effective January 1, 2015, the Company's Vice-President was promoted to President. Effective January 6, 2016, a new three-year contract was executed. On July 14, 2017, the President separated from the Company and the contract was terminated.

ZorNetwork, LLC has a long-term employment contract with its Vice-President in effect from October 16, 2015 through October 16, 2018. Under the terms of the contract, should the Company terminate the Vice President without cause, the Vice President is entitled to severance compensation equal to one month of pay for each year of employment with the Company. Effective August 19, 2017, the Company's Vice-President was promoted to President.

The Company executed a long-term employment contract with an Executive of the Company in effect from January 29, 2016 through January 29, 2019. Under the terms of the contract, should the Company terminate the Executive without cause, the Executive is entitled to severance compensation equal to one month of pay for each year of employment with the Company, not to exceed six months of severance compensation.

~~FranNet, LLC~~

~~Exhibit "D" to Franchise Disclosure Document~~

~~List of Current Franchisees~~

~~(as of December 31, 2018)~~

State	First Name	Last Name	Address 1	Address 2	City	State	Zip	Phone
AL	Jerry	Bird	121 Blueberry Hill Rd NW		Cleveland	TN	37312	423-432-4200
CA	*Katie	Fagan	99 South Almaden Blvd	Suite 600	San Jose	CA	95113	805-452-2756
CA	***Nicol	Holdings	3167 NW Starview Dr		Bend	OR	97703	503-534-3695
CA	Vic	Scimo	31014 Old Colony Way		Westlake Village	CA	91361	760-505-9417
CO	**#Stacy	Swift	1873 S. Bellaire Street	Suite 620	Denver	CO	80222	303-715-0397
CT	Michael	Rosen	8 Birch Road		West Simsbury	CT	06092	860-237-4523
FL	Linda	Belford	5918 Woodfield Pkwy		Grand Blanc	MI	48439	810-423-3956
FL	Jenny	Sutter	3059 Duane Ave		Oldsmar	FL	34677	727-278-6094
FL	Marshall	Reddy	Po Box 806		Ponte Verda Beach	FL	32004	904-249-1820
FL	*Jose	Torres	1305 San Ignacio Ave		Coral Gables	FL	33146	305-972-3014
GA	Leslie	Kuban	3445 Stratford Rd NE	3408	Atlanta	GA	30326	770-579-3726
IL	*Scott	Majeski	8745 W Higgin Rd	Suite 110	Chicago	IL	60631	312-504-0933
IA	**Blake	Martin	12020 Shamrock Plaza	Suite 102	Omaha	NE	68154	402-415-3651
KY	Amanda	Berry	4500 Bowling Blvd	Suite 100	Louisville	KY	40207	502-320-3703
KS	**Chris	Coleman	5933 S HWY 94		Weldon Springs	MO	63304	636-728-9430
LA	Liz	Lewis	PO Box 353		Mandeville	LA	70470	504-723-0364
MA	*Jack	Armstrong	214 Bridge Street	Building D	Metuchen	NJ	08840	732-494-1411
MD	Richard	Bock	1415 E Mac Phail Rd		Bel Air	MD	21015	410-459-3890
MI	Mark	Cory	14950 E. Jefferson	Suite 170	Grosse Pointe	MI	48230	313-821-5060
MN	Weston	Roper	18945 Explorer Trail		Eden Prairie	MN	55347	763-445-2610
MO	*Chris	Coleman	5933 S HWY 94		Weldon Springs	MO	63304	636-728-9430
NC	Mike	Hall	4525 Hedgemore Dr.		Charlotte	NC	28209	704-522-9394
NE	Blake	Martin	12020 Shamrock Plaza	Suite 102	Omaha	NE	68154	402-415-3651
NJ	*Jack	Armstrong	214 Bridge Street	Building D	Metuchen	NJ	08840	732-494-1411
NV	**#Stacy	Swift	1873 S. Bellaire Street	Suite 620	Denver	CO	80222	303-715-0397
NY	*Jack	Armstrong	214 Bridge Street	Building D	Metuchen	NJ	08840	732-494-1411
NY	Frank	Dunne	353 Northern Parkway		Ridgewood	NJ	07450	201-815-6895
NY	John P.	Adams	53 Assembly Drive	#421	Mendon	NY	14506	585-739-6625
OH	Ted	Fireman	90 Bishop Square		Bexley	OH	43209	504-459-9404
OH	Dick	Munson	8150 Corporate Park Dr.	Suite 240	Cincinnati	OH	45242	513-469-2900
OH	**Todd	Pfister	8150 Corporate Park Dr.	Ste. 240	Cincinnati	OH	45242	513-543-3325
OR	***Nicol	Holdings	3167 NW Starview Dr		Bend	OR	97703	503-534-3695
PA	*Toni	Wagner	1509 Pow nall Dr.		Yarley	PA	19067	267-981-6347
PA	John	Tubridy	193 Freedom Lane		Sew ickley	PA	15143	412-259-8660
TN	Dan	Aronoff	231 Venture Circle		Nashville	TN	37228	615-202-0225
TX	*Merri	Cronk	15513 Spillman Ranch Loop		Bee Cave	TX	78738	512-329-2613
TX	Diana	Trondsen	2000 N. Loop West	Suite 160	Houston	TX	77018	832-215-2903
TX	*Sara	Waskow	6340 Davis Blvd	Suite 200	North Richland Hills	TX	76180	817-821-7997
UT	**#Stacy	Swift	1873 S. Bellaire Street	Suite 620	Denver	CO	80222	303-715-0397
VA	Heather	Rosen	10033 Glencroft Court		Vienna	VA	22181	703-291-0939
WA	Evergreen	Franchise Co	3167 NW Starview Dr		Bend	OR	97703	503-534-3695
WI	**Perry	Zukowski	625 Broadway Street		Libertyville	IL	60048	847-254-9757
Canada	Robert	Balthes	236 Oregon Court		Kitchener, ON	Canada	N2P 2S4	519-292-6545
Canada	@Gary	Prenevost	3975 Beacham Street		Mississauga, ON	Canada	L5N6S9	905-405-6300
Canada	*Grant	Bullington	1055 West Hastings Street, Suite 300		Vancouver, BC	Canada	V6E 2E9	604-609-6165
*Note: Holds two territories: Toni Wagner, Merri Cronk, Jose Torres, Scott Majeski, Jack Armstrong								
Katie Fagan, Sara Waskow, Grant Bullington, Chris Coleman, and Todd Pfister								
**Note: Territory owner resides in a different state								
***Nicol Holdings - Principals Blair & Page Nicol - 2 California territories, OR.								
#Note: Holds three territories: Stacy Swift								
@Note: Holds four territories: Gary Prenevost								

EXHIBIT "D" TO FRANCHISE DISCLOSURE DOCUMENT

FRANNET, LLC

List of current Franchisees
(as of December 31, 2019)

State	First Name	Last Name	Address 1	Address 2	City	State	Zip	Phone
AL	Jerry	Bird	121 Blueberry Hill Rd NW		Cleveland	TN	37312	423-432-4200
CA	*Katie	Fagan	99 South Almaden Blvd	Suite 600	San Jose	CA	95113	805-452-2756
CA	***Nicol	Holdings	3167 NW Starview Dr		Bend	OR	97703	503-534-3695
CA	Vic	Scimo	31014 Old Colony Way		Westlake Village	CA	91361	760-505-9417
CO	**#Stacy	Swift	1873 S. Bellaire Street	Suite 620	Denver	CO	80222	303-715-0397
CT	Michael	Rosen	8 Birch Road		West Simsbury	CT	06092	860-237-4523
FL	Linda	Belford	5918 Woodfield Pkwy		Grand Blanc	MI	48439	810-423-3956
FL	Jenny	Sutter	3059 Duane Ave		Oldsmar	FL	34677	727-278-6094
FL	Marshall	Reddy	Po Box 806		Ponte Verda Beach	FL	32004	904-249-1820
FL	*Jose	Torres	1305 San Ignacio Ave		Coral Gables	FL	33146	305-972-3014
GA	Leslie	Kuban	3445 Stratford Rd NE	3408	Atlanta	GA	30326	770-579-3726
IL	*Scott	Majeski	8745 W Higgin Rd	Suite 110	Chicago	IL	60631	312-504-0933
IA	**Blake	Martin	12020 Shamrock Plaza	Suite 102	Omaha	NE	68154	402-415-3651
KY	Amanda	Berry	4500 Bowling Blvd	Suite 100	Louisville	KY	40207	502-320-3703
KS	**Ben	Terrill	700 Cedar Field Court		Town and Country	MO	63017	314-323-4090
LA	Liz	Lewis	PO Box 353		Mandeville	LA	70470	504-723-0364
MA	*Jack	Armstrong	214 Bridge Street	Building D	Metuchen	NJ	08840	732-494-1411
MD	Richard	Bock	1415 E Mac Phail Rd		Bel Air	MD	21015	410-459-3890
MI	Mark	Cory	14950 E. Jefferson	Suite 170	Grosse Pointe	MI	48230	313-821-5060
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MO	**Ben	Terrill	700 Cedar Field Court		Town and Country	MO	63017	314-323-4090
NC	Mike	Hall	4525 Hedgemore Dr.		Charlotte	NC	28209	704-522-9394
NE	Blake	Martin	12020 Shamrock Plaza	Suite 102	Omaha	NE	68154	402-415-3651
NJ	*Jack	Armstrong	214 Bridge Street	Building D	Metuchen	NJ	08840	732-494-1411
NV	**#Stacy	Swift	1873 S. Bellaire Street	Suite 620	Denver	CO	80222	303-715-0397
NY	*Jack	Armstrong	214 Bridge Street	Building D	Metuchen	NJ	08840	732-494-1411
NY	Frank	Dunne	353 Northern Parkway		Ridgewood	NJ	07450	201-815-6895
NY	John P.	Adams	53 Assembly Drive	#421	Mendon	NY	14506	585-739-6625
OH	Ted	Fireman	90 Bishop Square		Bexley	OH	43209	504-459-9404
OH	Dick	Munson	8150 Corporate Park Dr.	Suite 240	Cincinnati	OH	45242	513-469-2900
OH	**Todd	Pfister	8150 Corporate Park Dr.	Ste. 240	Cincinnati	OH	45242	513-543-3325
OR	***Nicol	Holdings	3167 NW Starview Dr		Bend	OR	97703	503-534-3695
PA	*Toni	Wagner	1509 Pownall Dr.		Yarley	PA	19067	267-981-6347
PA	John	Tubridy	193 Freedom Lane		Sewickley	PA	15143	412-259-8660
TN	Dan	Aronoff	231 Venture Circle		Nashville	TN	37228	615-202-0225
TX	*Merri	Cronk	15513 Spillman Ranch Loop		Bee Cave	TX	78738	512-329-2613
TX	Diana	Trondsen	2000 N. Loop West	Suite 160	Houston	TX	77018	832-215-2903
TX	*Sara	Waskow	6340 Davis Blvd	Suite 200	North Richland Hills	TX	76180	817-821-7997
UT	**#Stacy	Swift	1873 S. Bellaire Street	Suite 620	Denver	CO	80222	303-715-0397
VA	Heather	Rosen	10033 Glencroft Court		Vienna	VA	22181	703-291-0939
WA	Evergreen	Franchise Consulting	3167 NW Starview Dr		Bend	OR	97703	503-534-3695
WI	**Perry	Zukowski	625 Broadway Street		Libertyville	IL	60048	847-254-9757
Canada	Lee	Smithson	242 Briscoe St E		London	Canada	N6C 1X6	519-878-6764
Canada	@Gary	Prenevost	3975 Beacham Street		Mississauga, ON	Canada	L5N6S9	905-405-6300
Canada	*Grant	Bullington	1055 West Hastings Street, Suite 300		Vancouver, BC	Canada	V6E 2E9	604-609-6165
*Note: Holds two territories: Toni Wagner, Merri Cronk, Jose Torres, Scott Majeski, Jack Armstrong								
Katie Fagan, Sara Waskow, Grant Bullington, Ben Terrill, and Todd Pfister								
**Note: Territory owner resides in a different state								
***Nicol Holdings - Principals Blair & Page Nicol - 2 California territories, OR.								
#Note: Holds three territories: Stacy Swift								
@Note: Holds four territories: Gary Prenevost								
AZ NM	Kent	Craven						
NY	Kent	Stein						

EXHIBIT “E” TO FRANCHISE DISCLOSURE DOCUMENT

FRANNET, LLC

List of Former Franchisees
(as of December 31, ~~2018~~2019)

- ~~1. Mare Steiner, 4300 Galston Court, Chesapeake VA 22321 757-483-9375~~
- ~~2. Vic Seimo 31014 Old Colony Way, Westlake Village, CA 91361 760-505-9417~~
1. Chris Coleman, 5933 S Hwy 94 Suite 102 Weldon Springs, MO 63304/ 636-728-9430
2. Robert Balthes, 236 Oregon Court, Kitchener, ON Canada N2P 2S4/ 519-292-6565

EXHIBIT F TO FRANCHISE DISCLOSURE DOCUMENT

FRANNET, LLC

Table of Contents of Manual

Topics	# of Pages
Welcome to FranNet	4
FranNet Process	1
First 6 Months	3
Advertising	4
Standards Manual	11
Marketing Technique	20
Public Relations	18
Marketing Tips	3
Sample Ads	21
E-mail Marketing	29
Internet Leads	28
Out Placement	10
Prospecting	5
Seminars	23
Cold Calls	4
Qualification Call	4
NLP	3
Assessment Profile	79
Meeting Build Model	13
Follow Up	12
Marketing Zor with Client	8
Legal Issues	24
Lead Tracking Goal Setting	29

EXHIBIT "G" TO FRANCHISE DISCLOSURE DOCUMENT

FRANNET, LLC

Franchisee Disclosure Questionnaire

FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know, Frannet, LLC (“we,” “us” or “Franchisor”) and you are preparing to enter into a Franchise Agreement for the operation of a FranNet Business (“Franchised Business”). The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Have you received and personally reviewed our Franchise Agreement and each exhibit and schedule attached to it?

Yes _____ No _____ Your Initials: _____

2. Do you understand all of the information contained in the Franchise Agreement and each exhibit and schedule attached to it?

Yes _____ No _____ Your Initials: _____

If “No,” what parts of the Franchise Agreement do you not understand? (Attach additional pages, if necessary)

3. Have you received and personally reviewed the Disclosure Document we provided to you?

Yes _____ No _____ Your Initials: _____

4. Do you understand all of the information contained in the Disclosure Document?

Yes _____ No _____ Your Initials: _____

If “No”, what parts of the Disclosure Document do you not understand? (Attach additional pages, if necessary)

5. Have you discussed the benefits and risks of operating a Franchised Business with an attorney, accountant or other professional advisor and do you understand those risks?

Yes _____ No _____ Your Initials: _____

6. Do you understand that the success or failure of your business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?

Yes _____ No _____ Your Initials: _____

7. Has any employee or other person speaking on our behalf made any statement or promise concerning the revenues or profits of a Franchised Business operated by us or our franchisees?

Yes _____ No _____ Your Initials: _____

8. Has any employee or other person speaking on our behalf made any statement or promise concerning the Franchised Business that is contrary to, or different from, the information contained in the Disclosure Document?

Yes _____ No _____ Your Initials: _____

9. Has any employee or other person speaking on our behalf made any statement or promise regarding the amount of money you may earn in operating a Franchised Business?

Yes _____ No _____ Your Initials: _____

10. Has any employee or other person speaking on our behalf made any statement or promise concerning the total amount of revenue a Franchised Business will generate?

Yes _____ No _____ Your Initials: _____

11. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?

Yes _____ No _____ Your Initials: _____

12. Has any employee or other person speaking on our behalf made any statement, promise, or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish you that is contrary to, or different from, the information contained in the Disclosure Document?

Yes _____ No _____ Your Initials: _____

13. If you have answered "Yes" to any of questions seven (7) through thirteen (13), please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered "No" to each of such questions, please leave the following lines blank.

14. Do you understand that in all dealings with you, our officers, directors, employees and agents act only in a representative capacity and not in an individual capacity and such dealings are solely between you and the Franchisor?

Yes _____ No _____ Your Initials: _____

You understand that your answers are important to us and we will rely on them.

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.

By signing this Questionnaire, you are representing that you have responded truthfully to the above questions.

FRANCHISE APPLICANT

Print Name

Date: _____

State Effective Dates

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

This 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	April 15, 2019
Hawaii	
Illinois	April 12, 2019
Indiana	March 22, 2019
Maryland	September 6, 2019
Michigan	April 11, 2019
Minnesota	May 20, 2019
New York	August 7, 2019
North Dakota	
Rhode Island	March 25, 2019
South Dakota	
Virginia	September 24, 2019
Washington	September 12, 2019
Wisconsin	April 1, 2019

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

EXHIBIT I TO FRANCHISE DISCLOSURE DOCUMENT

FRANNET, LLC

State Specific Addenda

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
STATE OF CALIFORNIA

1. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination and non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law still controls.
2. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).
3. The franchise agreement contains a covenant not to compete, which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
4. The franchise agreement requires application of the laws of New Jersey. This provision may not be enforceable under California law.
5. Neither the Franchisor nor any person or franchise broker identified in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in such association or exchange.
6. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form and containing the information that the Commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.
7. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT.
8. You must sign a general release of claims if you renew or transfer your franchise. 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).
9. The Franchise Agreement requires binding arbitration. The arbitration will occur in New Jersey or such other place designated by the Franchisor, with the costs being borne by the party instituting the arbitration procedure, and each party being responsible for their own attorney fees; however, the arbitrator has the discretion to award costs of the arbitration, including reasonable attorney fees against either or both parties in such proportion as the arbitrators determine. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and Federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the franchise agreement restricting venue to a forum outside the State of California.

10. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at www.dbo.ca.gov.

11. California Business and Professions Code 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.

FRANNET, LLC

**ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
OF FRANNET, LLC
FOR THE STATE OF ILLINOIS**

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

1. Item 17 of the Franchise Disclosure Document is amended by the addition of the following language at the beginning thereof:

"Notice Required By Law

THE TERMS AND CONDITIONS UNDER WHICH YOUR FRANCHISE CAN BE TERMINATED AND YOUR RIGHTS UPON TERMINATION OR NON-RENEWAL MAY BE AFFECTED BY ILLINOIS LAW, 815 ILCS 705/1-44."

2. The provisions of the Illinois Franchise Disclosure Act of 1987 (the "Act") and other Illinois law shall supersede any provisions of the Franchise Agreement which are in conflict with the Act or such law. Illinois law governs the agreement between the parties to this franchise.
3. The provisions of Section 27 of the Act ("Periods of Limitation") supersede the provisions of Section 17.12 of the Franchise Agreement that set a limitation period of one year to the extent that claims are brought under Section 26 of the Act.
4. Section 41 of the Illinois Franchise Disclosure Act of 1987 ("Waivers Void") provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of this state is void."
5. With respect to matters not subject to the arbitration clause of Section 17.3 of the Franchise Agreement, the provisions of Section 17.7 of the Franchise Agreement which designates jurisdiction or venue for litigation in a forum outside of Illinois is not applicable.
6. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.
7. Your rights upon termination and non-renewal of a franchise agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

**ADDENDUM TO THE FRANNET, LLC
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE STATE OF INDIANA**

In recognition of the requirements of the Indiana Franchise Disclosure Law, Indiana Code § § 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code § § 23-2-2.7-1 to 23-2-2.7-10, the Franchise Disclosure Document of FranNet, LLC for use in the State of Indiana shall be amended as follows:

1. Item 12, under the heading entitled "Territory," shall be supplemented by the addition of the following language: "We are required by the Franchise Agreement not to compete unfairly with you within the Territory."

2. Item 17(f), under the heading, "Termination by us with cause," shall be amended by the addition of the following language: "The conditions under which your Franchise can be terminated may be affected by the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Act."

3. Items 17(q) and (r), under the headings "Non-competition covenants during the term of Franchise," and "Non-Competition covenants after the Franchise is terminated or expires," respectively, shall be amended by the addition of the following language at the end of each Item: "Notwithstanding the above, your rights will not in any way be abrogated or reduced pursuant to Indiana Code § 23-2-2.7-1(9), which limits the scope of non-competition covenants to the exclusive area granted in the Franchise Agreement."

4 Item 17(v), under the heading "Choice of forum," shall be supplemented with the following language: "However, to the extent required by either the Indiana Franchise Disclosure Law or Indiana Deceptive Franchise Practices Act, a Franchise that operates a Franchised office in Indiana may require, at the Franchisee's option, that litigation concerning such Franchise take place in Indiana."

5 Item 17(w), under the heading "Choice of law," shall be supplemented with the following language: "This provision may not be enforceable under Indiana Law."

6 Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Disclosure Law, Indiana Code § § 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code § § 23-2-2.7-1 to 23-2-2.7-10, are met independently without reference to this Addendum to the Offering Circular.

**ADDENDUM TO THE FRANNET, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MARYLAND**

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the Franchise Disclosure Document of FranNet, LLC for use in the State of Maryland shall be amended as follows:

1. Items 17(c) and 17(m), under the headings, "Requirements for you to renew or extend" and "Conditions for our approval of transfer," shall be supplemented by adding the following language at the end of each Item: "However, a general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."
2. Item 17(v), under the heading entitled "Choice of forum" shall be supplemented by adding the following language at end of this Item: "except that you may sue us in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure must be brought within 3 years after the grant of the Franchise under the Franchise Agreement."
3. The provisions of the Franchise Agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

NOTICE REQUIRED BY THE STATE OF MICHIGAN

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

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

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

(iv) The failure of the Franchisee or proposed transferee to pay any sums owing to the Franchisor or to cure any default in the Franchise agreement existing at the time of the proposed transfer.

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

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

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

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

**ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
OF FRANNET, LLC
FOR THE STATE OF MINNESOTA**

THIS ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT (“Addendum”), sets forth modifications to the Franchise Disclosure Document (“FDD”) for purposes of offering franchises in the State of Minnesota (the “State”).

1. WHEREAS, the State has certain laws and regulations affecting the sale of franchises; and

2. WHEREAS, **FranNet, LLC** desires to comply with all such applicable laws and regulations of the State.

NOW, THEREFORE, the FDD is hereby modified as follows solely to the extent that the laws of the State apply to either the parties or the transactions described, without acknowledging the application of such laws:

1. ITEM 17 is modified by adding the following paragraph:

Minn. Rule Part 2860.4400J prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes.

2. ITEM 17 is modified by adding the following paragraph:

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the offering circular or franchise agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

3. ITEM 12 is modified by adding the following paragraph:

The franchisor will protect the franchisee’s right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Contours Express name.

4. ITEM 17 is modified by adding the following paragraph:

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that 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.

5. Minn. Rule 2860.4400D prohibits a franchisee to assent to a general release. Any release assented to by a franchisee must exclude claims under the Minnesota Franchise Law.

6. Notwithstanding the provisions of Section 17.11 of the Franchise Agreement, any limitations of claims must comply with Minn. Stat. §80C.17, Subd. 5.

**ADDENDUM TO FRANNET, LLC
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES**

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

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

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

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law;

fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

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

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

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

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

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

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

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

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

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

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

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

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

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

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

9. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of New York General Business Law, Article 33, Section 680 through 695, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16 are met independently without reference to this Addendum to the Disclosure Document.

**ADDENDUM TO THE FRANNET, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF RHODE ISLAND**

In recognition of the requirements of the Rhode Island Franchise Investment Act, the Franchise Disclosure Document of **FranNet, LLC** for use in the State of Rhode Island shall be amended to include the following:

1. Item 5 shall be supplemented with the following language:

Payment of all initial fees will be deferred until the Franchised Business is open and training is complete.

2. Items 17v. and 17w. for each chart shall be supplemented with the following language:

However, you may sue FranNet, LLC in Rhode Island for claims arising under the Rhode Island Franchise Investment Act.

3. Item 17 shall be supplemented by the addition of the following language at the end of 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.”

4. Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act are met independently without reference to this Addendum to the Disclosure Document.

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

STATE OF WASHINGTON

The state of Washington has a statute, RCW 19.100.180, which 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 involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

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

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act 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, 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.

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 **FranNet, 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 a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If **FranNet, 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 law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and your State's regulatory agency listed on Exhibit A.

The franchisor is **FranNet, LLC**, located at 10302 Brookridge Village Blvd., Suite 201, Louisville, KY 40291. Its telephone number is 502-753-2380.

The name, address and telephone number of each franchise seller is:

Jania Bailey, 10302 Brookridge Village Blvd., Suite 201, Louisville, KY 40291; (502)-753-2380

The issuance date of this Disclosure Document is March ~~47, 2020~~ 47, 2020~~19~~.

FranNet, LLC authorizes the agencies or agent listed on Exhibit "A" to receive service of process for **FranNet, LLC**.

I have received a disclosure document dated March ~~47, 2020~~ 47, 2020~~19~~ that included the following Exhibits:

- A. Table of State Franchise Authorities/Agents for Service of Process
- B. Franchise Agreement
- C. Financial Statements
- D. List of Current Franchisees
- E. List of Former Franchisees
- F. Table of Contents of Confidential Operations Brand Standards Manual
- G. Franchisee Disclosure Questionnaire
- H. State Specific Addendum (if applicable)

Date

Prospective Franchisee's Signature

Prospective Franchisee's Printed Name

Two copies of this page are provided. Please date, sign and return one cop to the franchisor and keep one copy for your records.

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.

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- H. State Specific Addendum (if applicable)

Date

Prospective Franchisee's Signature

Prospective Franchisee's Printed Name

Two copies of this page are provided. Please date, sign and return one cop to the franchisor and keep one copy for your records.