

FRANCHISE DISCLOSURE DOCUMENT

AMRAMP, LLC
A Delaware limited liability company
358 North Street
Randolph, MA 02368
(800) 649-5215
www.amramp.com
info@amramp.com



AMRAMP® franchisees will engage in the sale and rental of ramps and additional related products, accessories, and services that enhance the quality of life of physically disabled or challenged persons.

The total investment necessary to begin operation of an AMRAMP® franchise is \$137,737 to \$234,866, not including optional real estate costs. This includes approximately \$68,170 to \$121,600 that must be paid to us or an affiliate for initial fees, initial inventory, and insurance for a territory between 1,000,000 and 2,000,000 persons. The initial franchise fee is calculated at a rate of \$49,250 for each 1,000,000 persons in your franchise territory.

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 to you. To discuss the availability of disclosures in different formats, contact our Director of Franchise Development at 358 North Street, Randolph, MA 02368 or (800) 649-5215.

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: April 29, 2024

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits, or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit C.
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 D 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 AMRAMP® 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 an AMRAMP® franchisee?	Item 20 or Exhibit C 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 Massachusetts. 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 Massachusetts than in your own state.
2. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
3. **Supplier Control.** You must purchase all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

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

TABLE OF CONTENTS

<u>ITEM</u>	<u>PAGE</u>
ITEM 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES	1
ITEM 2 BUSINESS EXPERIENCE.....	2
ITEM 3 LITIGATION	3
ITEM 4 BANKRUPTCY	3
ITEM 5 INITIAL FEES	3
ITEM 6 OTHER FEES	4
ITEM 7 ESTIMATED INITIAL INVESTMENT	8
ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES.....	11
ITEM 9 FRANCHISEE'S OBLIGATIONS	13
ITEM 10 FINANCING	14
ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING.....	15
ITEM 12 TERRITORY	22
ITEM 13 TRADEMARKS	23
ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION	24
ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS.....	25
ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL.....	26
ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	27
ITEM 18 PUBLIC FIGURES	30
ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS.....	30
ITEM 20 OUTLETS AND FRANCHISEE INFORMATION	33
ITEM 21 FINANCIAL STATEMENTS	39
ITEM 22 CONTRACTS	39
ITEM 23 RECEIPT.....	39
EXHIBIT A	List of State Administrators
EXHIBIT B	List of Agents for Service of Process
EXHIBIT C	List of Current and Former AMRAMP® Franchisees
EXHIBIT D	Financial Statements
EXHIBIT E	Franchise Agreement (with exhibits)
EXHIBIT F	Renewal Addendum to the Franchise Agreement
EXHIBIT G	Release Agreement
EXHIBIT H	Promissory Note
EXHIBIT I	Insurance Premium Program Letter Agreement
EXHIBIT J	Confidentiality Agreement
EXHIBIT K	State Addenda
EXHIBIT L	State Effective Dates
EXHIBIT M	Receipt (in duplicate)

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language of this Disclosure Document, “we,” “us,” or “AMRAMP®” refers to AMRAMP, LLC, the franchisor. “You” refers to a franchisee under the Franchise Agreement. The franchisee may be a person, corporation, partnership, or limited liability company. If the franchisee is a corporation, partnership, or limited liability company, “you” does not include the principals of the corporation, partnership, or limited liability company.

We are a limited liability company formed under Delaware law. Our principal business address is 358 North Street, Randolph, MA 02368. We do business under the “AMRAMP®” name. We do not have any predecessors or parents. Our agents to receive service of process are listed in Exhibit B.

Gordon Industries, Inc. (“Gordon Industries” or “our affiliate”), a corporation formed under Massachusetts law, is our affiliate. Gordon Industries’ principal business address is 358 North Street, Randolph, MA 02368. Your franchise is modeled after the ramp business owned and operated by Gordon Industries that Gordon Industries has operated since 1970 and which has sold proprietary AMRAMP® ramps since they were patented in 1998. You may conduct some business directly with Gordon Industries. Gordon Industries does not now and has never in the past sold franchises in any line of business. Gordon Industries presently sells its proprietary ramp products in certain areas through distributors that also sell medical equipment. As franchise territories are sold, Gordon Industries will end its sales arrangements with distributors operating in those territories.

The franchise to which this Disclosure Document relates involves the operation of an AMRAMP® business operating under the System and the Marks (defined below) (“AMRAMP® Business” or “Franchised Business”). AMRAMP® businesses engage in the sale and rental of ramps (“Ramps”) and additional related products, accessories, and services as described in our Operations Manual, which may include inclined and vertical lift systems, pool lift systems, stairlifts, patient lifts to move clients from the bed, floor safety materials, automatic door openers, wireless alert devices, home modifications/devices such as grab bars and poles, home modification services such as door widening or bathroom remodeling, and other related goods and services that enhance the quality of life of physically disabled or challenged persons as we may specify from time to time (collectively, “Additional Approved Products”). These businesses operate under the “AMRAMP®” name. We use, promote, and license certain trademarks, service marks, and other commercial symbols in the operation of AMRAMP® businesses, including the AMRAMP® trademarks and service marks and associated logos, as we designate and may hereafter designate and change from time to time in writing for use under the System (the “Marks”). We grant franchises to persons who meet our qualifications and are willing to undertake the investment and effort required to own and operate an AMRAMP® business offering the products and services we authorize and approve and utilizing our business formats, methods, procedures, designs, layouts, standards and specifications and the Marks, all of which we may supplement, improve, change, remove, further develop, and otherwise modify from time to time (the “System”). We currently offer franchises for AMRAMP® businesses to be operated in designated territories with at least 1,000,000 people under our standard form of franchise agreement (the “Franchise Agreement”) found in Exhibit E. Franchisees that are renewing their Franchise Agreements for an additional term will also be required to execute our Renewal Addendum to the Franchise Agreement found in Exhibit F.

We began offering AMRAMP® franchises in 2002. We do not engage in any other business activity and have never conducted a business or offered franchises in any other line of business. We operate an AMRAMP® business in Boston, Massachusetts that is similar to the business offered in this Disclosure Document. We do not engage in any other business activity.

From 2008 to 2022, we offered “Tier 2” franchises which operate in territories with less than 1,000,000 persons resident in the territory, are subject to lower initial and ongoing fees, and have certain modified obligations. We no longer offer “Tier 2” franchises.

You will operate your AMRAMP® Business from a specific location in a defined territory. The products and services our franchisees sell are well recognized by consumers and are available from other sources. The market for our franchisees’ products and services is well developed. Our products and services are sold to individuals and to businesses. Selling is not seasonal. There is competition for the services our franchisees will sell. Local independent businesses will compete with our franchisees, as will regional or national chains.

Other than laws that apply to businesses generally and licensing laws relating to access to public facilities, we are not aware of any other laws or regulations that are specific to the industry in which AMRAMP® businesses operate. It is your responsibility to check the laws within your state to determine whether any state or local laws or regulations are applicable, and to comply with such laws. For example, one state recently adopted a new view on whether our products are considered durable medical devices under state law, which may have tax consequences for your business.

ITEM 2

BUSINESS EXPERIENCE

Justin Gordon, Chief Executive Officer

Justin Gordon is our Chief Executive Officer, a position he has held since October 2020, in Randolph, Massachusetts. He was previously our Chief Operating Officer from January 2019 to October 2020, and our Vice President of Company Operations from February 2016 to January 2019, in South Boston, Massachusetts. He is also the Chief Executive Officer of Gordon Industries, Inc., in Randolph, Massachusetts, a position he has held since October 2020.

Matthew Connolly, Controller

Matthew Connolly is our Controller, a position he has held since May 2023. He was previously the Controller of Archimedia Solutions Group, LLC from November 2017 to May 2022, in Danvers, Massachusetts.

Patrick Arnold, Vice President of Company Operations

Patrick Arnold is our Vice President of Company Operations, a position he has held since January 2019, in Randolph, Massachusetts. He was previously our Director of Franchise Operations from September 2009 to January 2019, in South Boston, Massachusetts.

Conor Sweeney, Executive Vice President of Operations and Manufacturing

Conor Sweeney is our Executive Vice President of Operations and Manufacturing, a position he has held since February 2024, in Randolph, Massachusetts. He was previously our Vice President, Manufacturing from April 2020 until February 2024, our Vice President, Franchise Operations from January 2019 until April 2020, and our Director of Western Franchise Operations from June 2013 until January 2019, in South Boston, Massachusetts.

Bradley Homan, Vice President of Sales

Bradley Homan is our Vice President of Sales, a position he has held since June 2022. He was previously General Manager of Archimedia Solutions Group from November 2017 to June 2022, in Norwood, Massachusetts.

James Lutz, Senior Director of Franchise Operations

James Lutz is our Senior Director of Franchise Operations, a position he has held since February 2021 in Randolph, Massachusetts. He was previously our Director of Franchise Operations East from January 2019 to February 2021, in South Boston, Massachusetts, and our Estimating Manager/Estimator from November 2015 to January 2019, in Boston, Massachusetts.

Jonathan Hepburn, Director of Franchise Operations West

Jonathan Hepburn is our Director of Franchise Operations West, a position he has held since March 2021 in Randolph, Massachusetts. He was our Estimating Manager from December 2018 to March 2021, in Boston, Massachusetts.

Jon Gordon, Manager of Franchisee Sales Training

Jon Gordon is our Manager of Franchisee Sales Training, a position he has held since March 2002, in Randolph, Massachusetts. He is also the Manager of Gordon Industries, Inc., a position he has held since December 1996, in Randolph, Massachusetts.

ITEM 3**LITIGATION**

No litigation is required to be disclosed in this Item.

ITEM 4**BANKRUPTCY**

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

ITEM 5**INITIAL FEES**

You must pay a lump sum initial franchise fee (“Initial Franchise Fee”) when you sign the Franchise Agreement. The Initial Franchise Fee for an AMRAMP® franchise depends upon the population in your franchise territory, as determined by us, based on most recent U.S. census data. The Initial Franchise Fee is \$49,250 for each 1,000,000 persons in your franchise territory, and is calculated on a *pro rata* basis. By way of illustration, the franchise fee for a population of 2,000,000 persons is \$98,500, and the franchise fee for a population of 2,500,000 persons is \$123,125. We do, however, in our discretion provide discounts to existing franchisees that purchase expansion territories.

The entire Initial Franchise Fee is fully-earned and non-refundable in consideration of administrative and other expenses incurred by us in granting this franchise and for our lost or deferred opportunity to enter into the Franchise Agreement with others. However, if you (or your managing shareholder, partner, or member) fail to complete our initial training program (“Initial Training Program”) to our satisfaction, we will refund the Initial Franchise Fee to you, less our reasonable administrative, supervisory, accounting, training, and legal costs. See Item 11 for further information. The Initial Franchise Fee may be financed, as described in Item 10.

You must purchase an initial supply of inventory from us, our affiliate or our approved suppliers. We estimate up to 100% of your initial inventory will be from us or our affiliate. We estimate the cost of your initial inventory will be \$17,600.

You must also obtain a commercial general liability policy prior to opening. If you elect to procure this coverage through us by participating in the group program that we have negotiated with an insurance broker, you must pay the premiums to us. The premiums will be based on a percentage of annual estimated annual sales. We estimate that the premium costs for your first year will be \$1,320 - \$5,500.

ITEM 6

OTHER FEES

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Opening Advertising and Promotion ¹	\$5,500.	Expended according to our marketing program during your first 90 days of operation	Paid to advertisers to promote the business. (Section 12.1).
Royalty ¹	The Royalty Fee is between 3% and 12% of Gross Revenue ² , depending on the products and services sold and how long an AMRAMP® Business has operated in the territory. See the “Royalty Table” below for more detail. ³	On the 5 th day following the close of every calendar month	Paid to us. We will withdraw these payments from a preauthorized direct transfer account, as described in the Franchise Agreement, or by any other method as we may specify in the Operations Manual or otherwise in writing. (Sections 4.2 and 4.4)
Interest on Late Payments ¹	The lesser of 18%, or the maximum rate permitted by law.	When you pay us the overdue amount	Paid to us if you are overdue on payment of any amounts you owe us. (Section 4.4)
Refresher Training Fee ¹	Varies. We do not currently charge a refresher training fee and did not charge a refresher training fee during our most recent fiscal year, but reserve the right to do so in the future. Franchisee is responsible for hotel and transportation.	As incurred	Paid to us for ongoing refresher training. (Sections 6.3 and 6.4)

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Per Diem Assistance Fee ¹	Currently, \$400 per day.	As incurred	Paid to us. (Section 3.8)
Operations Manual Paper Copy Replacement Charge ¹	Currently, \$1 per page.	As incurred	Paid to us. (Section 9.3)
Brand Fund ¹	1% of Gross Revenue² if Gross Revenue during your first year of operations or if your annual Gross Revenue for all of our prior fiscal years was less than \$300,000. 2% of Gross Revenue if your annual Gross Revenue for any of our prior fiscal years was equal to or greater than \$300,000 and less than \$500,000. 3% of Gross Revenue if your annual Gross Revenue for any of our prior fiscal years was equal to or greater than \$500,000. If your annual Gross Revenue for our current fiscal year is greater than \$1,000,000, the rate will be reduced to 2% for the Gross Revenue that exceeds \$1,000,000 in that same fiscal year.	When the Royalty is paid	Paid to us to spend on regional/national advertising. (Section 12.3). See Item 11.
Local Advertising ¹	6% of Gross Revenue² or \$1,200, whichever is greater, during your first year of operations or if your annual Gross Revenue for all of our prior fiscal years was less than \$300,000. 4% of Gross Revenue if your annual Gross Revenue for any of our prior fiscal years was greater than or equal to \$300,000 and less than \$500,000. 3% of Gross Revenue if your annual Gross Revenue for any of our prior fiscal years was equal to or greater than \$500,000.	Spent monthly by you as we may direct in the Operations Manual or otherwise in writing	Paid to advertisers to promote your business. (Section 12.2)

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Computer Software Subscription Fee ¹	Currently, \$72 per year (\$6 monthly) for online backup and \$132 per year (\$11 monthly) for Go To My PC, \$60 per year (\$5 monthly) per email address or \$150 per year (\$12.50 monthly) per email address with Microsoft office 365, \$792 per year (\$66 monthly) per Salesforce CRM account. Applicable taxes are additional.	As arranged	Paid to us for subscription to software services that support your daily operations and that allow us to access your computer and backup your computer's hard drive as described in Item 11 under "Computer Systems." (Section 8.4)
Computer and Software Upgrade and Maintenance Fees ¹	\$500 per year.	As arranged.	You must upgrade and maintain your computer and software at your own expense. (Section 8.4.3)
Auditing Costs ¹	Cost of audit.	As incurred	You must reimburse us for our auditing costs if we have to audit you because you fail to provide us with the required reports on a timely basis. (Section 11.4)
Transfer Fee ¹	\$10,000.	Time of transfer	Paid to us if there is a transfer under the Franchise Agreement. (Section 14.3.13)
Renewal Fee ¹	\$10,000.	Time of renewal	Paid to us if you renew your rights under the Franchise Agreement. (Section 2.2.9)
Costs and Attorney's Fees	Reimbursement of our actual costs.	As incurred	You must pay all expenses, including attorneys' fees and costs, incurred by us, our affiliates, and our successors and assigns to remedy any of your defaults of, or enforce any of our rights under, the Franchise Agreement; to effect termination of the Franchise Agreement, and to collect any amounts due under the Franchise Agreement. (Section 26.8)

Notes:

1. Unless otherwise indicated, all of the fees listed in the table are non-refundable and are uniformly imposed by, payable to, and collected by us.
2. "Gross Revenue" means all revenues generated from the sale, lease, or provision of 4% Products, 6% Products, 9% Products, and/or 12% Products (see note 3 below), and any other revenue you derive from operating your AMRAMP® Business, or from or with respect to the AMRAMP® Business, whether such sales are evidenced by cash, check, credit, charge, account, barter, or exchange. Gross Revenue includes all monies or credit received from the sale of products or services, from the proceeds from any business interruption or similar insurance policies, and from tangible property of every kind and nature, promotional or otherwise. Gross Revenue does not

include good faith refunds, adjustments, credits, and allowances actually made by your AMRAMP® Business in compliance with the Operations Manual. Gross Revenue also excludes any sales taxes or other taxes collected from customers by you and paid directly to the appropriate taxing authority, or any amounts paid to employees as approved compensation for meals.

3. You must pay us a continuing royalty fee each month in the percentages described in the royalty table below. In order to assist you in establishing your AMRAMP® Business, we permit you to gradually phase in the amount of the royalty fee payable to us, based on the length of time an AMRAMP® business has been operated in the Territory. We will identify in the Operations Manual the specific products and services for which the maximum percentage royalty fees are 4%, 6%, 9%, or 12%. We refer to such products and services as the “4% Products,” “6% Products,” “9% Products,” and “12% Products,” respectively. The royalty table specifies the royalty that must be paid for each type of product each month during the first 12-month period beginning on the date that the first Franchise Agreement covering the territory was executed, and during each subsequent 12-month period thereafter. For example, if you are starting the Franchised Business in a new territory, your initial royalty will be “RATE 1.” In contrast, if you are renewing a prior agreement for the same territory, or signing a Franchise Agreement in connection with your acquisition of a territory that has already had an AMRAMP® business for three years or more, your initial royalty will be “RATE 4.”

	TWELVE-MONTH PERIOD	GROSS REVENUE FROM 4% PRODUCTS	GROSS REVENUE FROM 6% PRODUCTS	GROSS REVENUE FROM 9% PRODUCTS	GROSS REVENUE FROM 12% PRODUCTS
RATE 1	First 12-month period following the execution date of the first franchise agreement for the Territory or any portion thereof.	3% of Gross Revenue	3% of Gross Revenue	3% of Gross Revenue	3% of Gross Revenue
RATE 2	Second 12-month period following the execution date of the first franchise agreement for the Territory or any portion thereof.	4% of Gross Revenue	6% of Gross Revenue	6% of Gross Revenue	6% of Gross Revenue
RATE 3	Third 12-month period following the execution date of the first franchise agreement for the Territory or any portion thereof.	4% of Gross Revenue	6% of Gross Revenue	9% of Gross Revenue	9% of Gross Revenue
RATE 4	Fourth 12-month period following the execution date of the first franchise agreement for the Territory or any portion thereof; and any period thereafter.	4% of Gross Revenue	6% of Gross Revenue	9% of Gross Revenue	12% of Gross Revenue

ITEM 7

ESTIMATED INITIAL INVESTMENT

**AMRAMP® FRANCHISE
YOUR ESTIMATED INITIAL INVESTMENT**

TYPE OF EXPENDITURE	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	Low	High			
Initial Franchise Fee (note 1 and 2)	\$49,250	\$98,500	Lump sum	When you sign the Franchise Agreement	Us
Real Estate and Leasehold Improvements (note 1 and 3)	\$0	\$1,100 (See note 3 for potential additional costs).	As arranged	As incurred	Landlord
Signs (note 1 and 4)	\$2,481	\$3,581	As arranged	As incurred	Approved suppliers or per specifications
Initial Inventory (note 1 and 5)	\$17,600	\$17,600	Lump sum	When you sign the Franchise Agreement	Us, our affiliate, or our approved suppliers
Vehicles (note 1 and 6)	\$25,000	\$40,000	As arranged	Before commencing operations	Approved suppliers or per specifications
Tools (note 1 and 7)	\$550	\$1,320	As arranged	Before commencing operations	Approved suppliers or per specifications
Office Equipment and Supplies (note 1 and 8)	\$2,090	\$5,170	As arranged	Before commencing operations	Approved suppliers or per specifications
Start-Up Marketing (note 1 and 9)	\$5,500	\$5,500	As arranged	Shortly before and around the time you commence operations	Suppliers
Trade Show Booth (note 1 and 10)	\$1,386	\$2,365	Lump Sum	Before commencing operations	Suppliers

TYPE OF EXPENDITURE	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	Low	High			
Insurance Premiums for first year (note 1 and 11)	\$1,320	\$5,500	Lump sum or Periodic	Before commencing operations and as arranged	Us or an insurance broker
Professional Fees (note 1 and 12)	\$1,100	\$2,200	As arranged	As incurred	Suppliers
Licenses and Permits (note 1 and 13)	\$110	\$330	As arranged	As incurred	Governmental agencies
Training Expenses (note 1 and 14)	\$1,100	\$2,200	As arranged	As incurred	Suppliers
Additional Funds – 6 months (note 1 and 15)	\$30,250	\$49,500	As arranged	As incurred	Suppliers
TOTAL	\$137,737	\$234,866	(not including optional real estate costs)		

Notes:

1. All costs listed in the table are estimates only. Unless noted otherwise, all fees and payments described in this Item 7 are non-refundable. As described in Item 10, on occasion, we may offer financing to franchisees for the Initial Franchise Fee.
2. The Initial Franchise Fee for an AMRAMP® franchise is \$49,250 for each 1,000,000 persons in your franchise territory, and is calculated on a *pro rata* basis. The average franchisee's territory is typically approximately 3,000,000 persons. The figures in the table above represent the Initial Franchise Fee for a population of 1,000,000 to 2,000,000 people. Depending on the population of your territory, your franchise fee could be higher or lower than the figure provided in the table. The entire Initial Franchise Fee is fully-earned and non-refundable in consideration of administrative and other expenses incurred by us in granting the franchise and for our lost or deferred opportunity to enter into a Franchise Agreement with others. However, if you (or your managing shareholder, partner, or member) fail to complete the Initial Training Program to our satisfaction, we will refund the Initial Franchise Fee to you, less our reasonable administrative, supervisory, accounting, training, and legal costs. See Item 5 for further information.
3. The estimate provided would only cover shelving or partitioning for storage of inventory, marketing materials, and samples. We have made no estimate regarding real estate acquisition costs, as we do not require you to acquire or lease real estate and we have assumed you will operate the business out of your home. You may operate your AMRAMP® franchise from your personal residence. If you choose not to operate your AMRAMP® franchise from your personal residence, you will need to rent office space. We estimate that you will need office space large enough for a workstation, computer, and telephone. You will probably need at least 100 square feet of office space in addition to the storage space. Storage of ramp shipments requires approximately 200 square feet, and garaging of your sales vehicle would require an additional 200 square feet. We estimate that rent for a two-car garage size location would cost approximately an additional \$50 to

\$100 per month, which is not reflected in the chart above. However, these costs may vary drastically depending on real estate costs in your area. The first and last months' rent could also be required as a security deposit.

4. A shrink-wrap sign for your salespersons' van costs approximately \$2,200 - \$3,300; a sign for your installer's truck when required costs approximately \$83; and a small sign at your approved location for identification by delivery vehicles costs approximately \$200.
5. The cost covers an initial supply of proprietary ramp standard components for your customers' occasional fast delivery demands, including a sample foldaway shower for exhibiting at trade shows.
6. You will need a vehicle meeting our specifications for use in your AMRAMP® Business. We presently recommend a large boxy-shaped white vehicle (typically a van or sport utility vehicle). The estimated cost reflects the cost to purchase such a vehicle. If you choose to lease your vehicle, your initial expenditures will be significantly lower.
7. The estimated cost covers a list of miscellaneous hand tools which you will need to purchase if you do not already own them.
8. The estimated cost covers your office equipment (a cell phone, fax machine, file cabinet, desk, chair, and computer hardware and software described in Item 11) and your initial supply of office supplies (including paper, labels, envelopes, and business cards).
9. You must spend a minimum of \$5,500 on local marketing within the first 90 days of operation of your AMRAMP® Business.
10. You must purchase a trade show booth package from an approved supplier before the franchised business opens. This package can include a briefcase display, a tabletop display, a table banner, and a stand-alone display.
11. Before opening, you must purchase the following insurance coverage for your AMRAMP® Business:
 - Commercial General Liability – \$1,000,000 per occurrence; \$1,000,000 products/completed operations aggregate; \$2,000,000 general aggregate limit. The coverage must be at least as broad as Insurance Services Office (ISO) CG 00 01. The commercial general liability policy must name us as an additional insured, and must specifically include additional insured rights for the “products/completed operations” coverage grant. You may obtain this required coverage by participating in a group program which we negotiate annually with an insurance broker, or you may attempt to secure your own insurance coverage. If you elect to participate in our program, you must pay the premiums to us and sign the Insurance Premium Program Letter Agreement attached as Exhibit I to this Disclosure Document.
 - Workers' compensation – as the law requires;
 - Property – 100% replacement value on leasehold improvements and inventory and electronic data processing including business interruption and extra expense covering one year of interruption;
 - Automobile – \$1,000,000 combined single limit for owned, hired, and non-owned automobiles; and

- Umbrella – \$5,000,000 limit to follow form and provide coverage no less broad than the underlying Commercial General Liability and Automobile policies. The umbrella policy must provide that any insured on an underlying policy is an insured on the umbrella. The umbrella must apply on a primary and non-contributory basis to any coverage provided by us.
12. The estimate would cover your initial consultation with legal and accounting professionals regarding this franchise opportunity.
 13. Most states require you to obtain a license to become a sales tax vendor. A permit may also be required for parking of commercial vehicles.
 14. This estimate includes the travel, food, and lodging expenses of one or two persons to attend the 5-day Initial Training Program in Boston, Massachusetts.
 15. The expenses in this Item 7 are estimates of your initial investment in one franchise location before commencing operations and for the first 6 months thereafter. We have relied upon the expenditures paid by, and the experience of, our affiliate, Gordon Industries, in determining these estimates.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must purchase or lease all equipment that we approve and require for your AMRAMP® Business, including the computer hardware and software, tools, and the AMRAMP® van (meeting our minimum specifications and bearing the signage we require), all as described in the Operations Manual. You must purchase all AMRAMP® products from our affiliate (at then-current prices and subject to the then-current terms and conditions) or from other designated supplier(s) we specify. Currently, our affiliate is the only approved supplier of AMRAMP® products, including steel modular wheelchair ramps. You may not contract with other suppliers to purchase AMRAMP® products.

All equipment and products sold or offered for sale at the AMRAMP® Business must meet our then-current standards and specifications, as established in the Operations Manual or otherwise in writing. Except as otherwise provided in the Franchise Agreement, you must purchase all equipment and products used or offered for sale at the AMRAMP® Business for which we have established standards or specifications solely from approved suppliers (including distributors and other sources) which demonstrate, to our continuing reasonable satisfaction, the ability to meet our standards and specifications, and who have been approved by us in the Operations Manual or otherwise in writing. If you desire to purchase products from a party other than an approved supplier, you must submit to us a written request to approve the proposed supplier, together with such evidence of conformity with our specifications as we may reasonably require. We have the right to require that our representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered for evaluation and testing either to us or to an independent testing facility that we designate. You must pay a charge not to exceed the reasonable cost of the evaluation and testing. We will use our best efforts, within 90 days after our receipt of such completed request and completion of such evaluation and testing (if required by us), to notify you in writing of our approval or disapproval of the proposed supplier. You may not sell or offer for sale any products of the proposed supplier until you receive our written approval of the proposed supplier. We may from time to time revoke our approval of particular products or suppliers when we determine that such products or suppliers no longer meet our standards. Upon receipt of written notice of such revocation, you must cease to sell any disapproved products and cease to purchase from any disapproved supplier.

We will provide you with specifications for approved products, but we are not required to make these specifications available to prospective suppliers if we deem them to be confidential.

The following table sets forth our estimates regarding the things we require you to purchase or lease from us or our approved vendors and suppliers relative to your total initial investment and annual operating expenses (not as a percentage of gross revenue).

GOODS/SERVICES	PERCENTAGE OF TOTAL INITIAL INVESTMENT	PERCENTAGE OF TOTAL ANNUAL OPERATING EXPENSES
Leasehold Improvements	Less than 1%	Less than 1%
Signs	1% to 3%	Less than 3%
Inventory	7% to 12%	25%
Vehicles	11% to 22%	6%
Tools	Less than 1%	Less than 1%
Office Equipment and Supplies	Less than 1% to 4%	2% to 4%
Insurance	Less than 1% to 4%	1% to 4%
Tradeshow Booth Package	Less than 1% to 2%	1% to 2%

In sum, the estimated portion of required purchases and leases by the franchisee is 24% to 49% of the purchases and leases that will be made by the franchisee while establishing the business, and 40% to 46% of the purchases and leases that will be made by the franchisee while operating the business on an ongoing basis.

Based on internal sales records, our affiliate and approved supplier, Gordon Industries, derived \$7,007,656 in gross revenue in 2023 as a result of franchisee purchases. In 2023, AMRAMP® did not derive any revenue from franchisee purchases. Our Chief Executive Officer, Justin Gordon, owns an interest in Gordon Industries. No other officers own an interest in Gordon Industries. No officers own an interest in any other approved supplier.

We do not provide material benefits to you based on your use of our designated or approved sources.

There are no purchasing or distribution cooperatives at this time.

We negotiate purchase arrangements, including price terms, with suppliers for the benefit of franchisees. We have negotiated purchase arrangements for all products sold by franchisees, including the Additional Approved Products. We also have a purchase arrangement with Staples for office supplies and we have negotiated with an insurance broker to provide higher value insurance coverage to franchisees at reduced rates.

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	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	1.2	11
b. Pre-opening purchases/leases	5 and 7	5, 6, 7 and 8
c. Site development and other pre-opening requirements	5 and 7	11
d. Initial and ongoing training	6	6, 7 and 11
e. Opening	5	11
f. Fees	4	5, 6 and 7
g. Compliance with standards and policies/operations manual	7, 8, and 9	8 and 11
h. Trademarks and proprietary information	8 and 9	13 and 14
i. Restrictions on products/services offered	7, 8.4, and 8.5	8 and 16
j. Warranty and customer service requirements	Not Applicable	11
k. Territorial development and sales quota	1.3, 7.3, and 15.4	12
l. Ongoing product/service purchases	7	8
m. Maintenance, appearance, and remodeling requirements	7	6, 8 and 11
n. Insurance	13	6 and 7
o. Advertising	12	6, 7 and 11
p. Indemnification	20	6
q. Owner's participation/management/staffing	7.13 and 17.1	11 and 15
r. Records/reports	11	6
s. Inspections/audits	11.4	6 and 11

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
t. Transfer	14	17
u. Renewal	2	17
v. Post-termination obligations	16 and 17	17
w. Non-competition covenants	17	17
x. Dispute resolution	26	17

ITEM 10

FINANCING

In the event we elect to finance all or part of the Initial Franchise Fee, the current term of the fixed rate financing is approximately 8% annual interest on the outstanding principal and will vary with market interest rates. We do not guarantee your note, lease, or obligation obtained from third parties and we do not finance any other costs, including construction or remodeling, equipment, vehicles, or opening inventory or supplies. Generally, franchisees must pay at least 1/3 of the Initial Franchise Fee upon execution of the Franchise Agreement, the second 1/3 must be paid within 12 months from the date of execution of the Promissory Note, and the final 1/3 must be paid within 23 months from the date of execution of the Promissory Date.

A copy of the Promissory Note is attached as Exhibit H. Each Promissory Note must be signed by the franchisee, or if a limited liability company or other entity, it must be guaranteed by the principals. The indebtedness on the Promissory Note may be prepaid at any time without interest, penalty or premium of any kind. We do not require any security interest.

The consequences of default include: payment on the Promissory Note is accelerated; payment of any reasonable out-of-pocket expenses, including attorneys' fees and disbursements, incurred by us in connection with any action or proceeding taken to protect, enforce, determine or assess any provision, right or remedy under the Promissory Note.

Under the Promissory Note, the franchisee and all guarantors waive the following defenses: presentment for payment, demand, notice of nonpayment or dishonor, protest, and notice of protest. It is not our practice or intent to sell, assign, or discount to a third party all or part of the financing arrangement, but we reserve the right to do so.

Other than as described above, we do not offer direct or indirect financing.

ITEM 11

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

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

Pre-Opening Obligations

Before commencing operation of your AMRAMP® Business, we are required to provide the following to you:

1. We will provide initial training to you (or your managing shareholder or partner) and 1 additional employee you elect (Franchise Agreement, Section 6.1);
2. We will provide you with guidance from time to time regarding operating issues concerning your AMRAMP® Business disclosed by reports you submit to us or on-site inspections we make. We will furnish this guidance to you, at our discretion, in the Operations Manual, email announcements, or other written materials and/or during telephone consultations and/or consultations at our office or your AMRAMP® Business (Franchise Agreement, Section 3.8); and
3. We will either lend you one paper copy of our Operations Manual or provide you with electronic access to the Operations Manual (via internet, extranet, or other electronic means) for the term of the Franchise Agreement upon your completion of our Initial Training Program to our satisfaction (Franchise Agreement, Sections 3.5 and 9).

Continuing Obligations

After you commence operation of your AMRAMP® Business, we are required to provide the following to you:

1. We will furnish guidance to you from time to time, as we deem appropriate in our sole discretion, on the following matters in operating the AMRAMP® Business:
 - a. Standards, specifications, and operating procedures and methods utilized by the business;
 - b. Purchasing required and recommended goods, equipment, materials, supplies, and services;
 - c. Advertising and marketing programs;
 - d. Employee training; and
 - e. Administrative, bookkeeping, and accounting procedures (Franchise Agreement, Section 3.8).
2. During the initial 12 months of the term of the Franchise Agreement, our representative will, at times as we determine in our discretion, visit with you one time in your Territory to provide you with guidance in developing and operating your AMRAMP® Business. These visits may occur up to one

time per year thereafter as we determine in our sole discretion. The first visit will last a minimum of 4 hours, and all subsequent visits will last a minimum of 2 hours each (Franchise Agreement, Section 3.3).

3. At your request, we will furnish additional guidance and assistance relating to the operation of the AMRAMP® Business and, in such a case, may, in our discretion, charge the *per diem* fees and charges we establish from time to time. (Franchise Agreement, Section 3.8).

4. At your request, or if we require, we will provide the initial training program for certain personnel subsequently employed by you after you commence operation, and charge our then-current training fee. However, we are currently waiving 50% of the initial training fee and reimbursing up to 50% of your costs of in-person training via a royalty credit for up to two of these subsequent employees per a rolling 12 calendar month period. (Franchise Agreement, Section 6.2).

5. We may, in our sole discretion, provide to you and/or previously trained and experienced employees refresher training courses at such times and locations that we designate, and require you to attend such training. We may, in our sole discretion, charge reasonable fees for such courses (Franchise Agreement, Sections 6.3 and 6.4).

6. We may, at our option, provide and require you to attend 1 annual, national, or regional meeting, seminar or convention for AMRAMP® franchisees for training or business purposes at your expense (Franchise Agreement, Section 6.3).

7. We may set forth minimum Gross Revenue requirements and minimum Operational Standards (such standards currently include, e.g., minimum requirements for call answering (50% of call-center leads), CRM utilization (5 logins per week, and usage with 80% of customers), annual revenue expectations (\$100,000 annual Gross Revenue per million of serviced population), minimum pay-per-click marketing investments, in-service presentations (2 per quarter), and online customer reviews (2 per month) (Franchise Agreement, 7.3).

8. We may, but are not required to, set reasonable restrictions on rental or sale prices for specific products, merchandise, or services you offer or sold by you (Franchise Agreement, 7.17).

Advertising Programs

Advertising Fund. We control an Advertising Fund (the “Brand Fund”) to which all AMRAMP® franchisees are required to contribute. Payments to the Brand Fund are payable in the same manner as the Royalty due under the Franchise Agreement. The amount you must pay to the Brand Fund is calculated as follows: (a) during your first year of operation or if your annual Gross Revenue for all of our prior fiscal years was less than \$300,000, you must contribute to the Brand Fund monthly 1% of Gross Revenue for the preceding month; (b) if your annual Gross Revenue for any of our prior fiscal years was equal to or greater than \$300,000 and less than \$500,000, you must contribute to the Brand Fund monthly 2% of Gross Revenue for the preceding month; and (c) if your annual Gross Revenue for any of our prior fiscal years was equal to or greater than \$500,000, you must contribute to the Brand Fund monthly 3% of Gross Revenue for the preceding month. However, if your annual Gross Revenue for our current fiscal year exceeds \$1,000,000, then you must contribute to the Brand Fund monthly (i) 3% of Gross Revenue for the preceding month on the first \$1,000,000 of Gross Revenue in our current fiscal year and (ii) 2% of Gross Revenue for the preceding month on Gross Revenue that is over \$1,000,000 in our current fiscal year. Please see the table below for more clarification.

Some franchisees who signed Franchise Agreements before the effective date of this Disclosure Document currently contribute to the Brand Fund at different rates. We and our affiliate are not obligated

to contribute to the Brand Fund. Currently, however, the AMRAMP® businesses operated by us and our affiliate contribute to the Brand Fund at the same rates and in the same manner as AMRAMP® franchisees.

Annual Gross Revenue Tiers For Marketing Spending Requirements				
Tier	Min. Gross Revenue	Max. Gross Revenue	% Local	% National
1	\$0	\$299,999	6.00%	1.00%
2	\$300,000	\$499,999	4.00%	2.00%
3	\$500,000	\$1,000,000	3.00%	3.00%

Annual Gross Revenue Over \$1,000,000 Marketing Spending Requirements			
Min. Gross Revenue	Max. Gross Revenue	% Local	% National
\$0	\$1,000,000	Based on Tier	Based on Tier
\$1,000,001	n/a	3.00%	2.00%

We direct all advertising programs of the Brand Fund, with sole discretion over the concepts, materials, and endorsements used in such programs and the geographic market and media placement and allocation of them. The Brand Fund's advertising may be disseminated in print, digital format, radio, or television, and may be local, regional, or national in scope. The source of the advertising is from in-house or AMRAMP® approved advertising. The Brand Fund, all contributions to it, and any of its earnings, are used exclusively to meet any and all costs of maintaining, administering, directing, conducting and preparing advertising, marketing, public relations, and/or promotional programs and materials, and any other activities that we believe will enhance the image of the System, including, among other things, the costs of preparing and conducting radio, cable television, digital, and print advertising campaigns; developing, maintaining, and updating a website on the internet; direct mail advertising; marketing surveys; employing advertising and/or public relations agencies to assist therein; purchasing promotional items; and providing promotional and other marketing materials and services to the businesses operating under the System. Multiple copies of such materials will be furnished to you at our direct cost of producing them plus any related shipping, handling and storage charges (Franchise Agreement, Section 12.3). We will create ads and may solicit outside ad agencies for the same purpose.

The Brand Fund will be accounted for separate from our other funds, and will not be used to defray any of our general operating expenses, except that we retain the right to obtain reimbursement from the Fund for (a) our out-of-pocket costs and expenses incurred in administering the Brand Fund, (b) up to 10% of the monies contributed to the Brand Fund to reimburse us for administrative costs and overhead incurred by us in any activities related to the administration of the Brand Fund and its programs, and (c) a *pro rata* portion of the salaries of personnel who spend time on Fund-related matters. We may spend, on behalf of the Brand Fund, in any fiscal year, an amount that is greater or less than the aggregate contribution of all AMRAMP® businesses to the Brand Fund in that year, and the Brand Fund may borrow from us or others to cover deficits or invest any surplus for future use. All interest earned on monies contributed to the Brand Fund will be used to pay advertising costs before other assets of the Brand Fund are expended. We will prepare an annual statement of monies collected and costs incurred by the Brand Fund and furnish the statement to you upon written request. The financial statements of the Brand Fund are not audited. We

will account for contributions to the Brand Fund separate from other amounts we receive (Franchise Agreement, 12.3.3). We will not use any monies contributed to the Brand Fund for the solicitation of the sale of franchises. The 2023 Brand Fund expenditures were made as follows: 53% for media placement (including publications, direct mail marketing, and internet advertising); 6% for production costs; 8% for other costs (including CRM development, and general research and development); and 33% as a *pro rata* portion of salaries of personnel who spent time on matters related to administration of the Fund.

Except as indicated above, we do not receive payment for providing goods or services to the Brand Fund. We are not be obligated, in administering the Brand Fund, 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 Brand Fund (Franchise Agreement, Section 12.3.1).

The Brand Fund is intended to be of perpetual duration. However, we maintain the right to terminate the Brand Fund. The Brand Fund may not be terminated, however, until all monies in the Brand Fund have been expended for advertising and/or promotional purposes or returned to its contributors on the basis of their respective contributions during the preceding 3 month period (Franchise Agreement, Section 12.3.5).

Advisory Council. You are encouraged (and we reserve the right to require you) to become a member of and participate actively in the Amramp Franchisee Advisory Council (“amFAC”), which is an advisory council composed of franchisees that advise us on operational and marketing policies. There is a national amFAC with five franchisee members. The purposes of the amFAC includes facilitating and managing communication within the AMRAMP® System; promoting the interchange of ideas among and between AMRAMP® and the AMRAMP® franchisees; promoting the exchange of marketing and advertising ideas and programs; and otherwise improving and facilitating communications between and among AMRAMP® and AMRAMP® franchisees for the purpose of improving and strengthening the System, the AMRAMP® brand, and its associated goodwill. The amFAC has the power to create, change and dissolve committees for specific issue areas as needed from time to time, and to select franchisees to serve on such committees. The amFAC is advisory only and does not have operational or decision-making power. The Bylaws do not state whether we have the right to change, or dissolve the Advisory Council, but we reserve the right to do so.

Local Advertising. For each month that your AMRAMP® Business is open for business, you must spend a minimum amount each month on local marketing, advertising, and promotion in such manner as we may direct in the Operations Manual or otherwise in writing from time to time. Your required local advertising expenditure is calculated as follows: (a) during your first year of operation or if your annual Gross Revenue for all of our prior fiscal years was less than \$300,000, you must spend each month a minimum of \$1,200 or 6% of the Gross Revenue for the preceding month, whichever is greater; (b) if your annual Gross Revenue for any of our prior fiscal years was greater than or equal to \$300,000 and less than \$500,000, you must spend each month a minimum of 4% of the Gross Revenue for the preceding month; and (c) if your annual Gross Revenue for any of our prior fiscal years was equal to or greater than \$500,000, you must spend each month a minimum of 3% of the Gross Revenue for the preceding month. Please see the table in the “Advertising Fund” section above for more clarification.

If we determine that you have not spent the requisite amounts, we may require you to pay such unexpended amounts into the Brand Fund (Franchise Agreement, Section 12). Unless otherwise agreed to by us in writing, such marketing, advertising, and promotion must relate exclusively to the products and services you offer or sell under the AMRAMP® System (Franchise Agreement, Section 12).

Websites and Online Presence. Except as provided in the Operations Manual or we otherwise approved by us in advance, you may not use the Proprietary Marks or any abbreviation or other name

associated with us and/or the System as part of any e-mail address, domain name, and/or other identification of you in any electronic medium. You also may not establish or maintain a website, or otherwise maintain a presence or advertise on the internet, in connection with your AMRAMP® Business (Franchise Agreement, Section 12.5).

We maintain a corporate website at www.amramp.com, local franchise landing pages, a corporate Facebook profile, Twitter, an AMRAMP® Blog, and more. We control our corporate website and all local landing pages. Information about each AMRAMP® franchise is provided on our corporate website through a local landing page with specific content, and we may require you to provide text, images, video, or other content for our use with any websites or “pages” that we create or control. At our option, we may permit or require you to establish accounts or pages, or otherwise create and maintain a presence, on any social media, business networking, or new technology website or platform, such as Facebook, Instagram, TikTok, Twitter, LinkedIn, virtual worlds, file, audio, and video sharing sites, blogs, forums, or other similar present or future online, mobile, or internet-based site or platform that we designate (each, a “Designated Platform”) at your expense. You must provide us at all times with current administrator-level access credentials, usernames, passwords, tokens, and all other information and items required for complete access to, and control over, any accounts, pages, or presence on any Designated Platform (the “Access Credentials”). We may use the Access Credentials to ensure your compliance with our then-current standards and specifications. We encourage our AMRAMP® franchisees to participate in social networking on Designated Platforms in accordance with our standards and specifications in an effort to engage the online community to increase our relevance and discoverability on the internet. Facebook is currently the only Designated Platform, but you may request approval of additional platforms at any time. We will at all times remain the owner of the copyrights for all material which appears on our website, local landing pages, or any other pages associated your AMRAMP® Business (Franchise Agreement, Section 12.6).

If we provide you with a Facebook store page, you may post new content and photos to the Facebook store page we provide in accordance with our social media policies. We may require you to remove any Facebook store page content we deem inappropriate.

Computer Systems

We require you to use a standard Windows-compatible computer with Microsoft Office® software, Salesforce CRM, and Quickbooks® software in the operation of your franchise. You can purchase the computer and monitor and the required software through our Information Technology Department. Also, you will need a combined printer, facsimile machine, and scanner, in order to operate the franchise. We estimate that you will spend approximately \$2,215 on the computer system and components described above. You will use the personal computer to generate reports, maintain office administrative records, and communicate with us through the internet. It will be your responsibility to find an Internet Service Provider through which you can communicate with us.

We require that you purchase or possess an iPad 2 or newer with cellular coverage along with our Ramp Evaluator application for use in your daily operations, especially field evaluations. We estimate that you will spend approximately \$600 to \$800 on the iPad 2, plus approximately \$800 on the AMRAMP® Ramp Evaluator application. You will contact approved suppliers for service and maintenance of your computer hardware and software and peripheral equipment. Our approved suppliers have their own policies for service and maintenance as well as hardware and software upgrades. You agree to maintain at your own expense a computer system that conforms to the requirements and formats we prescribe from time to time, including updating all computer software and hardware as required by us. We have the right, as often as we deem appropriate, including on a daily basis, to access all computer systems and backup systems that you are required to maintain in connection with the operation of the AMRAMP® Business and to monitor and retrieve all information relating to your operations (Franchise Agreement, Section 8.4.3). There are no

contractual limitations on our right to access the information. We estimate that the annual cost to upgrade and maintain your computer and software will be \$500.

You are currently required to pay monthly subscription fees to us for the use of various software programs that you are required to use in your business as follows:

Software	Description	Monthly	Annually
GoToMyPC	Permits us to remotely access the information in your computer system.	\$11	\$132
Online Backup System	Provides online backup services.	\$6	\$72
Salesforce CRM	Provides customer relationship management. (Franchisees currently have an average of two licenses)	\$66 per user or per account.	\$792 per user or per account.
Email System (Option 1) OR	Provides e-mail access.	\$5 per email account	\$60 per email account
Email System (Option 2)	Provides e-mail access and access to the Microsoft Office365 suite of products.	\$12.50 per email account	\$150 per email account

Each of the fees above represent the direct cost to us for obtaining a subscription to the relevant product for each of our franchisees. These technology-related fees are subject to increase or modification as our direct costs increase, or as required software or functionality changes.

Operations Manuals

You will be permitted to view our Operations Manual for 5 business days before buying the franchise, provided that you sign a confidentiality agreement in the form attached as Exhibit J.

Site Selection

You may operate the AMRAMP® Business from your home. You must submit to us a proposed location as a business address for billing and shipping for the AMRAMP® Business, and we reserve the right to approve your choice of location. Our approval will depend on whether the location is convenient for truck deliveries and accessible by you on a daily basis. You must obtain a location in time for you to commence operation of your AMRAMP® Business within 90 days after signing the Franchise Agreement. If we and you cannot agree on a location, your choice of location will prevail.

Typical Length of Time Between Signing Franchise Agreement and Commencing Operation of Franchised Business

We estimate the length of time between the signing of the Franchise Agreement and commencing operation of the AMRAMP® Business is 30 days. Your ability to purchase or lease equipment, and purchase services, materials or supplies may affect this time period. You must commence operation of your

AMRAMP® Business within 90 days after signing of the Franchise Agreement and within 10 days after you have completed initial training to our satisfaction.

Training Programs

Our current Initial Training Program consists of 5 working days of training for you (or your managing shareholder, member, or partner), and 1 additional employee you elect to enroll in the training program to be furnished at our training facility in Randolph, Massachusetts. On the job training will take place at your AMRAMP® Business or at an existing AMRAMP® business near our training facilities in Randolph, Massachusetts. The Initial Training Program will be conducted at our mutual convenience within 30 days after signing of the Franchise Agreement. We do not have regularly scheduled training classes, as they are held on an as-needed basis. No other additional or refresher courses are required for you to commence operation of your franchise. You (or your managing shareholder, member, or partner), and your employees are required to complete the initial training to our satisfaction. You also are required to participate in all other activities required to operate the AMRAMP® franchise. Although we will furnish initial training to you (or your managing shareholder, member, or partner) and one additional employee at no additional fee or other charge, you will be responsible for all travel and living expenses which you (or your managing shareholder, member, or partner) and your employee incur in connection with training. If we determine that you (or your managing shareholder, member, or partner) are unable to complete initial training to our satisfaction, by written and/or oral exam or otherwise, we have the right to terminate the Franchise Agreement under Section 6.1 and 15 of the Franchise Agreement, in which case we will refund your Initial Franchise Fee, less our reasonable administrative, supervisory, accounting, training, and legal costs.

We may, in our sole discretion, require you and/or previously trained and experienced employees to attend refresher training courses at such times and locations that we designate, and we may, in our sole discretion, charge reasonable fees for such courses (Franchise Agreement, Sections 6.3 and 6.4). We also reserve the right, at our option, to require you to attend one annual, national or regional meeting, seminar or convention for AMRAMP® franchisees for training or business purposes at your expense (Franchise Agreement, Section 6.3).

Instructional materials for the training program consist of the Operations Manual. Lead instructors include Justin Gordon, Patrick Arnold, Conor Sweeney, and James Lutz. All lead instructors have at least 5 years of experience working for AMRAMP® or its affiliate. Additional information about the experience of Justin Gordon, Patrick Arnold, Conor Sweeney, and James Lutz is available in Item 2.

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
Administration	8	0	Our training facility in Randolph, Massachusetts or your AMRAMP® Business
Operations	12	8	Our training facility in Randolph, Massachusetts or your AMRAMP® Business

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
Field Sales	0	8	Our training facility in Randolph, Massachusetts or your AMRAMP® Business
Client Service	4	0	Our training facility in Randolph, Massachusetts or your AMRAMP® Business

ITEM 12

TERRITORY

You will be granted a protected territory (the “Territory”) in which to operate your franchise. However, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. In particular, we (and our affiliates) retain the rights, among others, on any terms and conditions we deem advisable, and without granting any rights to you: (a) to sell or distribute, or license others to sell or distribute, directly or indirectly, any products and services other than the custom modular ramps that you will sell through the AMRAMP® System, through any channels of distribution (including the internet), at any location whether within or outside your Territory under any proprietary marks (including the Marks); and (b) to establish and operate, and license others to establish or operate an AMRAMP® businesses at any location outside your Territory, on such terms and conditions as we deem appropriate.

Your Territory will be defined as a specific geographic area identified using commonly understood state, county, municipal, or postal area definitions. Except as described below, a typical territory will have a population of about two million people, as determined by us based on the most recent U.S. census data. We will not establish or operate, or license another person to establish or operate, another AMRAMP® business under the System and the Marks within your Territory. You may not service or solicit business outside of the Territory without our prior written consent.

Any services to be performed at locations outside of the Territory will be referred to the AMRAMP® franchisee, if any, within whose territory such locations fall. If such locations do not fall within the territory of any such franchisee, we may, at our discretion, allow you to perform such services at such locations.

As described in Item 1 above, our affiliate, Gordon Industries has sold its proprietary ramp products in certain areas through distributors that also sell medical equipment, but terminates such arrangements with distributors in areas where we enter into a Franchise Agreement with a franchisee. Aside from this arrangement, neither we nor Gordon Industries have used other channels of distribution such as the internet, catalog sales, telemarketing or other direct marketing to make sales within a franchisee’s territory using either our principal trademark or any other trademark. In the future, however, we or Gordon Industries may use other channels of distribution such to make sales within a franchisee’s territory of certain products and services, but we will not make any such sales of the custom modular ramps you will sell through your AMRAMP® Business without your authorization.

As described in Item 1, our affiliate owns and operates a business in the Randolph, Massachusetts and surrounding suburban areas under the name AMRAMP® which is similar to an AMRAMP® Business. (See Item 20 for the status of affiliate-owned businesses).

Your rights in and to the Territory granted by your AMRAMP® franchise are dependent on your compliance with the Franchise Agreement. If you receive a notice of default under Section 15.2 of the Franchise Agreement (which is a serious default without an opportunity to cure), or receive a notice of default with an opportunity to cure issued under Section 15.2 or 15.3 and fail to cure the default within the time period provided, we can take a number of actions other than termination, including reducing, modifying, or terminating the territorial protection granted by the Franchise Agreement. Other than compliance with the Franchise Agreement (which includes certain operational standards and minimum performance requirements), there are no other circumstances or conditions that must be met to maintain your territorial protection.

Except as described above, the definition of your Territory, as well as any other terms of the Franchise Agreement, may not be changed without our and your written consent. You must not relocate your AMRAMP® Business without our prior written approval. We have the right, in our sole discretion, to withhold approval of relocation. You do not receive the option, right of first refusal, or similar right to acquire additional franchises in your area.

ITEM 13

TRADEMARKS

You will be granted the right, by the Franchise Agreement, to establish and operate a Franchised Business under the Mark “AMRAMP®” and such other trademarks, trade names, and service marks as we may designate as part of the System.

Our affiliate, Gordon Industries, has registered the following principal trademarks on the Principal Register of the United States Patent and Trademark Office:

TRADEMARK	REGISTRATION NUMBER	DATE OF REGISTRATION
AMRAMP (and design)	3,822,938	July 20, 2010 (renewed)
HomeNest	4,266,392	January 1, 2013 (renewed)
AMRAMP PRO	5,768,120	June 4, 2019
FIND YOUR FORWARD	7,270,623	January 9, 2024

Our affiliate, Gordon Industries, owns the AMRAMP® mark and has licensed to us the right to use and permit our franchisees to use the AMRAMP® mark. Except for the license agreement (“License Agreement”) between our affiliate and us, there are no agreements currently in effect which significantly limit our right to use or license the use of the Marks which are in any manner material to the franchise. The

term of the License Agreement is indefinite. Either Gordon Industries or we can terminate the License Agreement and the rights granted under the License Agreement, with or without cause and by providing 30 days prior written notice to the other party. If the License Agreement is terminated, Gordon Industries will assume all of our rights and obligations relating to Gordon Industries' marks under any effective Franchise Agreement.

You agree to use our current and future trademarks, service marks and trade names only in the ways we have approved in advance in writing as we have set forth in our Operations Manual or other written materials. You also agree to cease using any trademarks, service marks or trade names we determine to be no longer part of the AMRAMP® system standards, including the AMRAMP® trademark. We reserve the right, at our sole discretion, to modify, add to, or discontinue use of the Marks, or to substitute different marks for use in identifying the System and the business operating under the Marks. You must promptly comply with such changes, revisions and/or substitutions, and bear all the costs of modifying your signs, advertising materials, interior graphics, and any other items which bear the Marks to conform therewith.

As of the issuance date of this document, all required affidavits pertaining to the trademarks registrations listed above have been filed, and we currently intend to renew such registrations and file all required affidavits as required by law. 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.

We are not obligated, by the terms of the Franchise Agreement or otherwise, to protect your right to use the principal trademarks. You must promptly notify us of any suspected unauthorized use of the Marks, any challenge to the validity of the Marks, or any challenge to our license of, our right to use and to license others to use, or your right to use, the Marks. We have the sole right to direct and control any administrative proceeding or litigation involving the Marks, including any settlement thereof. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks. We will defend you against any third party claim, suit, or demand arising out of your use of the Marks. If we, in our sole discretion, determine that you have used the Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, will be borne by us. If we, in our sole discretion, determine that you have not used the Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, will be borne by you. In the event of any litigation relating to your use of the Marks, you must execute any and all documents and do such acts as may, in our opinion, be necessary to carry out such defense or prosecution, including, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of your use of the Proprietary Marks in a manner inconsistent with the terms of this Agreement, we agree to reimburse you for your out-of-pocket costs in doing such acts.

We have no actual knowledge of either superior prior rights or infringing uses that could materially affect your use of the Marks in the state where your franchise may be located.

ITEM 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

U.S. Patent 5,740,575 was issued on April 21, 1998, to our founder, Julian Gordon. The patent is a design patent and expired in 2015. It describes a ramp system made up of any selected member ramp sections connected together, end to end, by stands. U.S. Patent 8,627,926 B2 was issued on January 14, 2014 to our founder, Julian Gordon. The patent is a utility patent and will expire in 2030. It describes a

reusable stair system that allows for access to a platform at the top of a ramp so the able people are not required to travel the entire distance of the ramp to reach the main platform. You will use these ramp and stair systems in the operation of your AMRAMP® business. Our right to use or license these patents is not materially limited by any agreement or known infringing use. There are no currently effective determinations of the Patent and Trademark Office, the Copyright Office, or any court involving these patents. You must tell us immediately if you learn about an infringement or challenge to our use of the patents. We will take such actions as we deem appropriate. If we decide to add, modify or discontinue the use of an item or process covered by a patent, you must also do so. We are not obligated to reimburse you for your cost of complying with this obligation.

You must operate your AMRAMP® Business in accordance with the standards, methods, policies, and procedures specified in the Operations Manual. The Operations Manual may consist of multiple volumes of printed or PDF text, other electronically stored data, DVDs, videotapes, or video files. You must treat the Operations Manual, any other manuals created for or approved for use in the operation of the AMRAMP® Business, and the information contained therein, as confidential, and you must use all reasonable efforts to maintain such information as secret and confidential. You may not copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, or otherwise make them available to any unauthorized person.

Although we have not filed an application for copyright registration, we claim copyright protection for the Operations Manual, software, advertising materials, and other materials we give you for your use or for public dissemination, other proprietary information, and publications we own or have acquired under license from a third party, and everything contained in the Operations Manual. All of this is our proprietary intellectual property.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

During operating hours, your AMRAMP® Business must be under the direct supervision of one of your principals, or another individual who has satisfactorily completed the Initial Training Program, which we reserve the right to approve in our sole discretion. At least 1 individual who has completed our Initial Training Program must be operating the AMRAMP® Business during all hours of operation specified by us in writing in the Operations Manual or otherwise in writing from time to time. Your supervisor is required to attend and satisfactorily complete our Initial Training Program. There is no specific amount of equity interest that the supervisor must own.

You must obtain and furnish to us signed non-competition and confidentiality covenants (attached as Exhibit C to the Franchise Agreement) from your employees having access to our confidential information, including your manager, assistant manager, and any sales representatives or installers acting as independent contractors. You are also bound by the non-competition provisions contained in the Franchise Agreement. You (or, if you are a corporation, partnership, or limited liability company, your principals, general partners, or members) must personally guarantee your obligations under the Franchise Agreement and execute a personal guarantee, attached to the Franchise Agreement as Exhibit D. Your spouse (or, if you are a corporation, partnership, or limited liability company, the spouses of your principals, general partners, or members) will not be required to sign these documents due solely to their spousal relationship. For example, the spouse of an owner is not required to sign the non-competition and confidentiality covenants (attached as Exhibit C to the Franchise Agreement) unless the spouse is also an

employee having access to our confidential information; the spouse of an owner is not required to sign a personal guarantee (attached as Exhibit D to the Franchise Agreement) unless the spouse is also an owner.

As security for the payment of all amounts from time to time owing by you to us under the Franchise Agreement and all other agreements between the parties, and performance of all obligations to be performed by you, you must grant to us a security interest in all of your assets, including all equipment, furniture, fixtures, and building and road signs, as well as all proceeds of the foregoing (the “Collateral”). The security interest will be prior to all other security interests held by financial institutions, if any. You may not remove the Collateral from the Premises without our prior written consent. Upon the occurrence of any event entitling us to terminate the Franchise Agreement or any other agreement between the parties, we will have all the rights and remedies of a secured party under the Uniform Commercial Code of the state in which the Franchised Business is located, including the right to take possession of the Collateral. Other than the Franchise Agreement, there are no documents that you must sign in connection with the security interest.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must (1) sell or offer for sale only the Ramps, Additional Approved Products, and other products and services as we have expressly approved for sale in writing; (2) sell or offer for sale all types of products and services we specify; (3) refrain from any deviation from our standards and specifications without our prior written consent; (4) discontinue selling and offering for sale any Ramps, Additional Approved Products, and other products or services which we may, in our discretion, disapprove in writing at any time; and (5) refrain from marketing, offering, or selling Ramps or Additional Approved Products independently of the other products or services sold or leased by the AMRAMP® Business. We reserve the right to add additional authorized products and services that you must sell or offer for sale in your AMRAMP® Business. Required or authorized goods and services, and designated or approved suppliers (which may be limited to or include us or our affiliates) of goods, services, equipment, materials, and supplies are set forth in our Operations Manual or otherwise in writing from time to time. We may periodically modify the Operations Manual as we determine and any such modifications may obligate you to invest additional capital in the AMRAMP® businesses and/or incur higher operating costs. The Franchise Agreement does not limit our right to make changes in the types of authorized goods and services. Other than the restrictions described in this paragraph, there are no other franchisor-imposed restrictions or conditions that limit your access to customers.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a. Length of the franchise term	2.1	10 years.
b. Renewal or extension of the term	2.2	You have the right to renew the Franchise Agreement for 1 additional consecutive term of 10 years.
c. Requirements for you to renew or extend	2.2	Give written notice between 8 and 12 months before the end of the current term; make or provide for renovation and modernization of the AMRAMP® Business as we reasonably require; not be in default of any agreement between us and you, or between any of our affiliates and you, and have complied with such agreements during their terms; have satisfied all obligations, including monetary obligations, due and owed to us or to our affiliates, and met those obligations throughout the term of the Franchise Agreement; if you operate your AMRAMP® Business in any location other than your personal residence, you must present evidence that you have the right to remain in possession of the Premises for the duration of the renewal term or obtain our approval for a new location; sign our then-current franchise agreement, which may have materially different terms and conditions than your original Franchise Agreement; sign a general release of us and our affiliates; comply with our then-current qualification and training requirements; and pay us a renewal fee of \$10,000.
d. Termination by you	Not applicable	You may not terminate the Franchise Agreement except by operation of law.
e. Termination by us without cause	Not applicable	The Franchise Agreement does not contain such a provision.
f. Termination by us with cause	15	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	15.3	We must provide you with an opportunity to cure the following deficiencies: if you fail to substantially comply with any of the requirements imposed by the Franchise Agreement or fail to carry out the terms of the Franchise Agreement in good faith; if you fail, refuse or neglect promptly to pay any monies owing to us or our affiliates when due, or to submit the financial or other information required by us under the Franchise Agreement; if you fail to maintain or observe any of the standards or procedures prescribed by us, including the operational standards and applicable performance improvement plans, in the Franchise Agreement, the Operations Manual, or otherwise in writing; except as otherwise provided in the Franchise Agreement, if you fail, refuse or neglect to obtain our prior written approval or consent as required by this Agreement; if, upon inspection by us or a government health inspector, your AMRAMP® Business is in violation of the health, safety, or sanitation standards prescribed by us in the Franchise Agreement, the Operations

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		Manual, or otherwise in writing, or is in violation of any health or safety law, codes, or regulation; if you act, or fail to act, in any manner which is inconsistent with or contrary to your lease or sublease for the Premises, or in any way jeopardize your right to renewal of such lease or sublease; if you engage in any business or market any service or product under a name or mark which, in our opinion, is confusingly similar to the Proprietary Marks; or if you fail to comply with all applicable laws, rules and regulations related to the operation of the AMRAMP® Business (including, without limitation, the applicable provisions of the ADA regarding the construction, design, and operation of the AMRAMP® Business).
h. "Cause" defined – non-curable defaults	15.1 and 15.2	We may terminate the Franchise Agreement without providing you an opportunity to cure the following deficiencies: if you fail to open and operate the AMRAMP® Business within the applicable time limit; if you or your designated manager fail to complete the Initial Training Program to our satisfaction; if you at any time cease to operate or otherwise abandon the AMRAMP® Business for 5 consecutive business days; if you fail to attain or exceed \$20,000 in monthly Gross Revenue at least once during each 12 calendar month period of the Franchise Agreement; if you or any of your principals, officers, or directors are convicted of a felony, a crime involving moral turpitude, or any other crime or offense that we believe is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated with the business or if you, any of your principals, officers, or directors engage in any behavior that we believe is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated with the business; if a threat or danger to public health or safety results from the construction, maintenance, or operation of your AMRAMP® Business; if you purport to assign or transfer any direct or indirect interest in the Franchise Agreement without complying with the requirements under the Franchise Agreement; if you fail to comply with the confidentiality and non-competition covenants set forth in the Franchise Agreement; if you intentionally under-report your Gross Revenue; if you knowingly maintain false books or records or submit any false reports or other documentation to us; if you misuse or make any unauthorized use of the Marks or any other identifying characteristics of the System; if you refuse to permit us to inspect the Premises, or the books, records or accounts of your AMRAMP® Business upon demand; if you, after curing any default, commit the same default again; if you sell products not previously approved by us, or purchase any product from a supplier not previously approved by us; if you (or any of your owners) have made any material misrepresentation to us or any other party or omission in connection with your purchase of the AMRAMP® Business; or if we cure any default by you relating to a transfer of the AMRAMP® Business; or if you become insolvent or make a general assignment for the benefit of creditors; a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; you are adjudicated bankrupt or insolvent; a bill in equity or other proceeding for the appointment of a receiver of you or other custodian for your AMRAMP® Business or assets is filed and consented to by you; a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; proceedings for a composition with creditors under any state or federal law should be instituted by or against you; a final judgment remains unsatisfied or of record for 30 days or longer (unless <i>supersedeas</i> bond is filed); you are dissolved; execution is levied against your AMRAMP® Business or property; suit to foreclose any lien or mortgage against the Premises or equipment is instituted against you and not dismissed within 30 days; or the real or personal property of the AMRAMP® Business shall be sold after levy thereupon by any sheriff, marshal, or constable.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
i. Your obligations on termination/non-renewal	16	Cease operations; cease use of confidential information and Marks; cancel any assumed name registration or equivalent registration obtained by you which contains any Mark; at our option, assign the lease or sublease for the Premises; pay all amounts due to us; pay liquidated damages calculated in accordance with the Franchise Agreement, return the Operations Manual and all confidential information; cease to use any AMRAMP® business domain name, URL, or home page address, and not establish any Website using any similar or confusing domain name, URL, and/or home page address; comply with all post-termination covenants, assign all customer accounts and contracts to our designee, and sell us any equipment that we elect to purchase.
j. Assignment of contract by us	14.1	We have the right to transfer or assign all or any part of our rights or obligations under the Franchise Agreement to any person or legal entity.
k. “Transfer” by you – defined	14.2 and 14.3	You may not transfer any interest in the Franchise Agreement or Franchisee, or sell substantially all of the assets of the AMRAMP® Business, without our prior written consent.
l. Our approval of transfer by you	14.3	Any purported assignment or transfer, by operation of law or otherwise, not having our written consent required by the Franchise Agreement, will be null and void.
m. Conditions for our approval of transfer	14.3	We may impose any or all of the following conditions on our approval of your proposed transfer: you have satisfied your accrued monetary obligations and other obligations to us and our affiliates; you are not in default of any agreement between us and you, or between any of our affiliates and you; you sign a general release of us; the transferee enters into a written assignment, assuming and agreeing to perform your obligations under the Franchise Agreement, and that you guarantee the performance of all such obligations; the transferee shows to us that it meets our standards, as specified in the Franchise Agreement; the transferee signs our then-current form of franchise agreement; you remain liable for all of your obligations to us in connection with the AMRAMP® Business which arose prior to the transfer; the transferee completes our training programs; and you pay a \$10,000 transfer fee to us.
n. Our right of first refusal to acquire your business	14.5	We will have the option to purchase the seller’s interest on the same terms and conditions offered by a third party.
o. Our option to purchase your business	16.10	On termination or expiration, we have the option to purchase from you any or all of the assets related to the operation of the AMRAMP® Business at fair market value, or 60% of your original investment, whichever is less.
p. Your death or disability	14.6	Upon the death or mental incapacity of any person with any interest in the Franchise Agreement, in you, or in substantially all of the assets of the AMRAMP® Business, the executor, administrator, or personal representative must transfer the deceased’s interest to a third party approved by us within 6 months after his/her death. Such transfers will be subject to the same conditions as any other transfer.
q. Non-competition covenants during the term of the franchise	17.2	You must not (a) divert or attempt to divert any present or prospective business or customer of any AMRAMP® Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System; or (b) own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any retail business which is the same as, or substantially similar to, an AMRAMP® Business; or offers to sell or sells Ramps, Additional Approved Products, or other services, equipment, products, or items which are the same as, or substantially similar to, any of the services, equipment, product or other items offered by an AMRAMP® Business.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
r. Non-competition covenants after the franchise is terminated or expires	17.3	You must not, for a continuous uninterrupted period of 2 years following the transfer, termination or expiration of the Franchise Agreement own, maintain, operate, engage in, be employed by, provide assistance to, or have any interest in (as owner or otherwise) any retail business that is the same as, or substantially similar to, an AMRAMP® Business; or offers to sell or sells Ramps, Additional Approved Products, or other services, equipment, products or items which are the same as, or substantially similar to, any of the services, equipment, product or other items offered by an AMRAMP® Business, and that is, or intended to be, operated within: (i) the “Territory” (as defined in the Franchise Agreement); (ii) 100 miles of the Location; or (iii) 50 miles of the Location of other any other AMRAMP® Business in operation or under construction.
s. Modification of the Agreement	24	The Franchise Agreement may only be modified by written agreement signed by both parties.
t. Integration/ merger clause	24	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	26.2 and 26.3	Except as otherwise provided, all disputes and claims relating to the Franchise Agreement must be settled by mediation and arbitration at the JAMS Resolution Center that is nearest to our principal business address according to the then-current JAMS Comprehensive Arbitration Rules and Procedures and the Federal Arbitration Act.
v. Choice of forum	26.4	Any action not otherwise subject to arbitration under Section 26.3 of the Franchise Agreement, whether or not arising out of, or relating to the Franchise Agreement, brought by you (or any of your principals) against us, must be brought in Suffolk County, Massachusetts. We have the right to commence an action against you in any court of competent jurisdiction and nothing prohibits us from removing an action from state court to federal court.
w. Choice of law	26.1	Subject to state law, the Franchise Agreement will be interpreted and construed under the laws of Massachusetts.

Some states have enacted statutes which may supersede certain provisions of the Franchise Agreement, including provisions concerning termination, transfer, and renewal of your franchise, choice of forum, or choice of law. See the applicable state addendum for additional information.

ITEM 18

PUBLIC FIGURES

There are no public figures involved in the sale of this franchise.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the

information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

Historical Financial Performance Representations

This Item 19 provides anonymized historical Gross Revenue information for 53 franchised and 2 company-owned AMRAMP® Businesses (52 in the United States and 3 in Canada) that were open during the majority of the 2023 fiscal year (January 1, 2023 to December 31, 2023). This information was collected from our internal accounting and point of sale system. As noted in Item 6 above, “Gross Revenue” means all revenues generated from the sale, lease, or provision of 4% Products, 6% Products, 9% Products, and/or 12% Products, and any other revenue derived from operating the AMRAMP® Business, or from or with respect to the AMRAMP® Business, whether such sales are evidenced by cash, check, credit, charge, account, barter, or exchange. Gross Revenue includes all monies or credit received from the sale of products or services, from the proceeds from any business interruption or similar insurance policies, and from tangible property of every kind and nature, promotional or otherwise. Gross Revenue does not include good faith refunds, adjustments, credits, and allowances actually made by your AMRAMP® Business in compliance with the Operations Manual. Gross Revenue also excludes any sales taxes or other taxes collected from customers and paid directly to the appropriate taxing authority, or any amounts paid to employees as approved compensation for meals.

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

2023 Gross Revenue By AMRAMP® Business/Territory

Outlet	Franchised (“F”) or Company-Owned (“CO”)	<u>Owner Information</u>¹	Gross Revenue
1	CO	Owner A	\$2,708,230
2 ³	F		\$1,928,132
3	F	Owner B	\$1,794,441
4	F		\$1,504,283
5	CO	Owner A	\$1,364,409
6	F		\$1,310,879
7	F	Owner C	\$1,210,123
8	F		\$1,139,391
9	F		\$1,124,152
10	F	Owner D	\$1,111,240
11 ²	F		\$1,051,385
12	F		\$1,019,912
13	F		\$1,006,233
14	F		\$933,250
15	F		\$930,305
16	F		\$923,635
17	F	Owner D	\$899,547
18	F	Owner C	\$757,026
19	F		\$674,185
20	F		\$637,900
21	F		\$554,026
22	F		\$517,571

Outlet	Franchised (“F”) or Company-Owned (“CO”)	Owner Information ¹	Gross Revenue
23	F		\$454,627
24	F	Owner B	\$445,986
25	F		\$427,671
26	F		\$417,097
27	F		\$415,051
28	F		\$410,029
29	F	Owner E	\$365,136
30	F		\$348,938
31	F		\$308,925
32	F	Owner F	\$299,524
33 ⁴	F		\$299,155
34	F	Owner G	\$285,530
35	F	Owner E	\$273,330
36	F	Owner F	\$263,019
37	F	Owner G	\$254,775
38	F	Owner H	\$250,678
39	F		\$235,054
40	F		\$230,013
41	F		\$222,868
42 ⁴	F		\$220,253
43	F		\$217,700
44	F		\$203,273
45	F		\$201,733
46 ²	F	Owner I	\$198,333
47 ²	F		\$184,177
48 ²	F	Owner I	\$132,715
49	F	Owner E	\$124,083
50	F	Owner B	\$123,856
51	F	Owner G	\$115,389
52	F		\$102,519
53	F		\$64,810
54	F	Owner H	\$59,725
55	F		\$55,595

¹ AMRAMP® Businesses with anonymized “Owner Information” in column 3 are operated by franchisee owners that own multiple AMRAMP franchises. There are nine (9) owners that fell into this category as of December 31, 2023.

² The noted AMRAMP® Businesses are “Tier 2” franchises, which operate in smaller territories, and are likely to have lower sales. We no longer offer Tier 2 franchises.

³ The noted AMRAMP Business is operated by a franchisee that owned or acquired multiple territories during the reporting year, but reported its sales in the aggregate. Accordingly, the reported revenue reflects sales from more than one territory.

⁴ The noted AMRAMP Businesses either opened during the reporting year or were sold to a neighboring franchisee and ceased reporting sales separately. Accordingly, the reported revenue reflects a partial year.

Written substantiation for the financial performance representations in this Item 19 will be made available to you upon reasonable request.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Justin Gordon, 358 North Street, Randolph, MA 02368, (800) 649-5215, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

**Table No. 20.1
SYSTEM-WIDE OUTLET SUMMARY
FOR YEARS 2021 TO 2023**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	48	50	+2
	2022	50	53	+3
	2023	53	53	0
Company-Owned*	2021	2	2	0
	2022	2	2	0
	2023	2	2	0
Total Outlets	2021	50	52	+2
	2022	52	55	+3
	2023	55	55	0

*Our affiliate, Gordon Industries, also operates businesses in Massachusetts and Rhode Island that sell products similar to those offered by AMRAMP® franchisees.

Table No. 20.2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
FOR YEARS 2021 TO 2023

State	Year	Number of Transfers
Georgia	2021	0
	2022	0
	2023	2
New Jersey	2021	2
	2022	0
	2023	0
North Carolina	2021	0
	2022	0
	2023	1
Virginia	2021	0
	2022	1
	2023	1
Total	2021	2
	2022	1
	2023	4

Table No. 20.3
STATUS OF FRANCHISED OUTLETS
FOR YEARS 2021 TO 2023

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewal	Reacquired by Franchisor	Ceased Operations—Other Reasons	Outlets at End of Year
Alabama	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
	2023	2	0	0	0	0	0	2
California	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Colorado	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Connecticut	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewal	Reacquired by Franchisor	Ceased Operations—Other Reasons	Outlets at End of Year
Delaware	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Florida	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	1	3
	2023	3	0	0	0	0	0	3
Georgia	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Idaho	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Illinois	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Indiana	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Kentucky	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Louisiana	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Maryland	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Michigan	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Minnesota	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewal	Reacquired by Franchisor	Ceased Operations—Other Reasons	Outlets at End of Year
Missouri	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
New Hampshire	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
New Jersey	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
New York	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
North Carolina	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Ohio	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Oklahoma	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Oregon	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Pennsylvania	2021	4	1	0	0	0	0	5
	2022	5	1	0	0	0	0	6
	2023	6	0	0	0	0	0	6
South Carolina	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Tennessee	2021	1	1	0	0	0	0	2
	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	0	3

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewal	Reacquired by Franchisor	Ceased Operations—Other Reasons	Outlets at End of Year
Texas	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Utah	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Vermont	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Virginia	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Washington	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Wisconsin	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Total	2021	48	2	0	0	0	0	50
	2022	50	4	0	0	0	1	53
	2023	53	0	0	0	0	0	53

Table No. 20.4
STATUS OF COMPANY-OWNED OUTLETS
FOR YEARS 2021 TO 2023

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Massachusetts	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
West Virginia	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Total*	2021	2	0	0	0	0	2
	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2

*Our affiliate, Gordon Industries, also operates businesses in Massachusetts and Rhode Island that sell products similar to those offered by AMRAMP® franchisees.

Table No. 20.5
PROJECTED OPENINGS OF FRANCHISED BUSINESSES
FROM JANUARY 1, 2024 TO DECEMBER 31, 2024
AMRAMP® FRANCHISES

State	Franchise Agreement Signed but Business Not Operational (as of 12/31/2023)	Projected New Franchised Businesses in the 2024 Fiscal Year	Projected New Company-Owned Businesses in the 2024 Fiscal Year
Georgia	0	1	0
Iowa	0	1	0
TOTAL	0	1	0

A list of our current franchisees and the addresses and telephone numbers of their outlets is attached as Exhibit C. Also listed in Exhibit C is the name, city and state, and last known telephone number of each franchisee that had an outlet transferred, terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or has not communicated with AMRAMP® within the 10 weeks preceding the date of this application. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In addition to the amFAC described in Item 11, we have previously utilized the Amramp Franchisee Marketing Advisory Council (“amMAC”) to focus on marketing issues. Although not always active, both advisory councils were created and are endorsed by us. Currently, amFAC’s and amMAC’s central location is 358 North Street, Randolph, MA 02368.

No franchisees have signed confidentiality clauses during the last three fiscal years that restrict their ability to speak with you about their franchised business.

ITEM 21

FINANCIAL STATEMENTS

Our fiscal year end is December 31. Attached as Exhibit D are our audited financial statements as of December 31, 2023; December 31, 2022; and December 31, 2021, along with unaudited financial statements as of June 30, 2024.

ITEM 22

CONTRACTS

The following agreements and contracts are attached as exhibits to this Disclosure Document:

- Exhibit E** Franchise Agreement, which contains the following exhibits:
- *Exhibit A: Territory Agreement*
 - *Exhibit B: ADA Certification*
 - *Exhibit C: Confidentiality and Non-Competition Agreement*
 - *Exhibit D: Guarantee, Indemnification, And Acknowledgment*
 - *Exhibit E: Disclosure of Franchisee Owners*
 - *Exhibit F: Franchise Disclosure Questionnaire*
- Exhibit F** Renewal Addendum to the Franchise Agreement
- Exhibit G** Release Agreement
- Exhibit H** Promissory Note
- Exhibit I** Insurance Premium Program Letter Agreement
- Exhibit J** Confidentiality Agreement
- Exhibit K** State Addenda

ITEM 23

RECEIPT

A receipt in duplicate is attached to this Disclosure Document as Exhibit M. You should sign both copies of the receipt. Keep one copy for your own records and return the other signed copy to AMRAMP, LLC, 358 North Street, Randolph, MA 02368.

EXHIBIT A

LIST OF STATE ADMINISTRATORS

CALIFORNIA	Department of Financial Protection and Innovation 320 West 4 th Street Suite 750 Los Angeles, CA 90013 (866) 275-2677
FLORIDA	Florida Department of Agriculture & Consumer Services Division of Consumer Affairs 2005 Apalachee Pkwy. Tallahassee, FL 32399-0800 (850) 922-2966
HAWAII	Department of Commerce & Consumer Affairs Commissioner of Securities of the State of Hawaii Business Registration Division 335 Merchant Street, Room 204 Honolulu, HI 96813 (808) 586-2722
ILLINOIS	Office of Attorney General Franchise Bureau 500 South Second Street Springfield, IL 62701 (217) 782-4465
INDIANA	Franchise Section Indiana Securities Division Room E-111 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681
KENTUCKY	Commonwealth of Kentucky Office of the Attorney General Consumer Protection Division 1024 Capital Center Drive Frankfort, KY 40601
MARYLAND	Maryland Office of Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-0368

MICHIGAN	Franchise Administrator Michigan Department of Attorney General Consumer Protection Division, Franchise Section G. Mennen Williams Building, 1st Floor 525 W. Ottawa Street Lansing, MI 48933 (517) 373-7117
MINNESOTA	Commissioner of Commerce Minnesota Department of Commerce 85 Seventh Place East, Suite 280 St. Paul, MN 55101-2198 (651) 296-6328
NEBRASKA	Department of Banking and Finance Bureau of Securities 1200 N Street, Suite 311 PO Box 95006 Lincoln, NE 68508
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8285
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard Avenue State Capitol – 14th Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712
RHODE ISLAND	Division of Business Regulation Division of Securities 1511 Pontiac Avenue John O. Pastore Complex-69-1 Cranston, RI 02920-4407 (401) 462-9527
SOUTH DAKOTA	South Dakota Dept. of Labor & Regulation Division of Insurance – Securities Regulation 124 S. Euclid Suite 104, 2nd Floor Pierre, SD 57501 (605) 773-3563
TEXAS	Statutory Document Section Secretary of State P.O. Box 12887 Austin, TX 78711

VIRGINIA

State Corporation Commission
Division of Securities and Retail Franchising
1300 E. Main Street, 9th Floor
Richmond, VA 23219
(804) 371-9051

WASHINGTON

Administrator
Department of Financial Institution
Securities Division
150 Israel Road SW
Tumwater, WA 98501
(360) 902-8760

WISCONSIN

Franchise Administrator
Securities and Franchise Registration
Wisconsin Securities Commission
345 W. Washington Avenue,
4th Floor
Madison, WI 53703
(608) 261-9555

EXHIBIT B

LIST OF AGENTS FOR SERVICE OF PROCESS

CALIFORNIA	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4 th Street, Suite 750 Los Angeles, CA 90013 (866) 275-2677
DELAWARE	Corporation Trust Company 1209 Orange Street Wilmington, DE 19805
HAWAII	Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street Honolulu, HA 96813
ILLINOIS	Illinois Attorney General Franchise Division 500 South Second Street Springfield, IL 62701
INDIANA	Indiana Secretary of State 302 West Washington, Room E-111 Indianapolis, IN 46204
MARYLAND	Maryland Securities Commissioner Securities Division 200 St. Paul Place Baltimore, MD 21202-2020
MICHIGAN	Michigan Department of Attorney General 525 W. Ottawa Street G. Mennen Williams Building, 1 st Floor Lansing, MI 48913
MINNESOTA	Commissioner of Commerce Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198
NEW YORK	Secretary of State New York Department of State 99 Washington Avenue, 6th Floor Albany, NY 12231

NORTH DAKOTA	Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue, State Capitol – 14 th Floor Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712
RHODE ISLAND	Director of Business Regulation Department of Business Regulation Division of Securities John O. Pastore Center, Building 69-1 1511 Pontiac Avenue Cranston, RI 02920
SOUTH DAKOTA	Director of the Division of Securities Department of Labor and Regulation Division of Insurance – Securities Regulation 124 S. Euclid Ave., Suite 104 Pierre, SD 57501
TEXAS	Statutory Documents Section Secretary of State P.O. Box 13550 Austin, TX 78711
VIRGINIA	Clerk of the State Corporation Commission 1300 East Main Street, 1 st Floor Richmond, VA 23219
WASHINGTON	Director, Washington Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501
WISCONSIN	Administrator Division of Securities Department of Financial Institutions 345 W. Washington Avenue, 4 th Floor Madison, WI 53703

EXHIBIT C

LIST OF CURRENT AND FORMER AMRAMP® FRANCHISEES

CURRENT AMRAMP® FRANCHISEES

State	City/Territory	Franchisee	Address and Telephone Number of Business
AL	Amramp Birmingham	John Cochran	300 Vestavia Parkway, Birmingham, AL 35216; (205) 307-8062
AL	Amramp Huntsville	Dean Hohl & Jon Baker*	1274 Louisville Hwy., Goodlettsville, TN 37072; (501) 392-8009
CA	Torrance (Amramp Los Angeles)	Andrej Lampe	264 South Palm Drive, Beverly Hills, CA 90210; (303) 903-2391
CO	Pine (Amramp Denver)	Katie Burgoyne and Damon Burgoyne	95 Navajo Trail, Pine, CO 80470; (303) 903-2391
CT	Marlborough (Connecticut/Eastern New York)	Bob Danek and Kim Danek	30South Stonybrook Drive, Marlborough, CT 06447; (860) 295-0048
DE	Dover (Amramp Delaware)	Nick Marcellino*	16 Trout Run Drive, Media, PA 19063; (610) 585-2308
FL	Amramp Northern Florida	James Scott Greene IV & Kristen Hanlon Green*	3025 Southshore Circle, Tallahassee, FL 32312; (850) 363-1800
FL	Amramp Orlando	James Scott Greene IV & Kristen Hanlon Green*	3025 Southshore Circle, Tallahassee, FL 32312; (850) 363-1800
FL	Amramp Tampa	James Scott Greene IV & Kristen Hanlon Green*	3025 Southshore Circle, Tallahassee, FL 32312; (850) 363-1800
GA	Crawford (Amramp Northeast Georgia)	Dean Hohl & Jon Baker*	1274 Louisville Hwy., Goodlettsville, TN 37072; (501) 392-8009
GA	Cumming (Amramp Atlanta)	Dean Hohl & Jon Baker*	1274 Louisville Hwy., Goodlettsville, TN 37072; (501) 392-8009
ID	Boise (Amramp Boise)	Eric Wallentine*	2375 South Cobalt Point Way, Suite 102, Meridian, ID 83642; (208) 286-5505
IL	Wheaton (Amramp Chicago and Northern Illinois)	William Woods and Kathy Woods	1718 South Thompson Drive, Wheaton, IL 60187; (630) 388-9451
IN	Huntington (Amramp Indianapolis) [Tier 2]	Pathfinder Services*	1152 East State Street, Huntington, IN 46750; (260) 356-0500
IN	Huntington (Amramp Huntington) [Tier 2]	Pathfinder Services*	2814 Theater Ave., Huntington, IN 46750; (800) 833-1571

State	City/Territory	Franchisee	Address and Telephone Number of Business
KY	Amramp Louisville	Bob Fowler and Theresa Fowler	3501 Bridgegate Circle, Louisville, KY 40272; (502) 396-9586
LA	Shreveport (Amramp Louisiana)	Jimmy Campbell	447 Regency Boulevard, Shreveport, LA 71106; (985) 351-3900
MD	Fork (Amramp Maryland)	Gregory Lazzaroni*	6407 Catalpa Road, Fork, MD 21051; (888) 994-7267 ext. 703
MI	Holland (Amramp Western Michigan)	Larry Erlandson & Nikolas Hoezee	110 West 29 th Street, Holland, MI 49423; (616) 581-0209
MI	Saginaw (Amramp Mid-Michigan) [Tier 2]	Brian Embick	4288 Arenac State Road Standish, MI 48658; (989) 600-7159
MN	Brooklyn Park (Amramp Minnesota)	Steve Lyons	P.O. Box 43713, Brooklyn Park, MN 55443; (651) 399-3075
MO	Kansas City (Amramp Kansas City)	Chad Ward	3106 Karnes Boulevard, Kansas City, MO 64111; (816) 916-7277
MO	O'Fallon (Amramp St. Louis)	Brian Randolph	1414 Sunburst Drive, O'Fallon, MO 63366; (314) 409-4292
NH	Amramp New Hampshire and Maine	Mark Rafferty	23 Lothrop Street, Saugus, MA 01906; (617) 240-9650
NJ	Glen Ridge (Amramp Northern New Jersey)	Jake Burgida*	77 Engle Street, Unit #8169, Englewood, NJ 07631; (201) 308-8910
NJ	Manalapan (Amramp Southern New Jersey)	Jake Burgida*	77 Engle Street, Unit #8169, Englewood, NJ 07631; (201) 308-8910
NY	Buffalo (Amramp Western New York)	Gregg Stone	9352 Wortendyke Road, Batavia, NY 14020; (585) 345-1854
NY	Amramp Long Island	Melanie DiGiovanni	59 Shore Drive S, Copiague, NY 11726; (631) 579-0610
NC	Amramp Charlotte	David Smith and Jocelyn Smith*	6006 Beacon Avenue, Monroe, NC 28810; (801) 680-8421
NC	Raleigh (Amramp Eastern North Carolina)	Robert Smith and Al Trepiccione	P.O. Box 646, Clayton, NC 27520; (919) 850-4585
OH	Amramp Cincinnati	Keith Reilag	4041 Ebenezer Road, Cincinnati, OH 45258; (513) 708-3963

State	City/Territory	Franchisee	Address and Telephone Number of Business
OK	Tulsa (Amramp Oklahoma)	Tony Rainwater and Heather Rainwater	9152 East 102 nd Street, Tulsa, OK 74133; (918) 521-6710
OR	Amramp Portland	Dave Yoast	5935 Garden Way, Silverton, OR 97381; (503) 400-2924
PA	Bethlehem (Amramp Northeast Pennsylvania and Central New Jersey)	Dave Hoglund	4935 Wagner Drive, Bethlehem, PA 18020; (610) 360-7174
PA	Amramp Lancaster	Nick Marcellino*	16 Trout Run Drive, Media, PA 19063; (610) 585-2308
PA	Amramp Philadelphia	Nick Marcellino*	16 Trout Run Drive, Media, PA 19063; (610) 585-2308
PA	Amramp Pittsburgh	Jeff Stover and Sheila Stover	2749 West Roy Furman Highway, Waynesburg, PA 15370; (412) 676-3030
PA	Amramp Seneca	Bill Kingsley & D. Smathers	172 South Main Street, Seneca, PA 16346; (814) 677-7001
SC	Amramp South Carolina	David Smith and Jocelyn Smith*	6006 Beacon Avenue, Monroe, NC 28810; (801) 680-8421
TN	Knoxville (Amramp Eastern Tennessee)	Jeffrey Vesper & Nikki Vesper	1610 Winding Ridge Trail, Knoxville, TN 37922; (865) 438-8032
TN	Memphis (Amramp Western Tennessee)	Dean Hohl & Jon Baker*	1274 Louisville Hwy., Goodlettsville, TN 37072; (501) 392-8009
TN	Amramp Nashville	Dean Hohl & Jon Baker*	1274 Louisville Highway, Goodlettsville, TN 37072; (615) 861-1681
TX	Amramp Houston	Chris Springhorn & Scott Springhorn	6999 West Little York, Suite J, Houston, TX 77040; (713) 325-2816
TX	Plano (Amramp DFW)	Leslie Morgan*	2345 Canyon Creek Drive, Sherman, TX 75092; (940) 206-2107
TX	Sherman (Amramp Austin)	Leslie Morgan*	2345 Canyon Creek Drive, Sherman, TX 75092; (940) 206-2107
UT	Salt Lake City (Amramp Salt Lake)	Eric Wallentine*	2375 South Cobalt Point Way, Suite 102, Meridian, ID 83642; (208) 286-5505
VT	Ludlow (Amramp Western Massachusetts and Vermont) [Tier 2]	Brian Jewett and LeAnn Jewett	347 Smokeshire Road, VT 05149; (413) 325-1457

State	City/Territory	Franchisee	Address and Telephone Number of Business
VA	Amramp Hampton Road	Andrew Klear and Romi Klear	977 Harrington Avenue, #1, Norfolk, VA 23517; (757) 407-6222
VA	Amramp Northern Virginia and DC	Gregory Lazzaroni*	6407 Catalpa Road, Fork, MD 21051; (888) 994-7267 ext. 703
VA	Richmond (Amramp Central Virginia)	Brad Grove	PO Box 4163, Glen Allen, VA 23058; (804) 564-4973
WA	Spokane Valley (Amramp Spokane)	Eric Wallentine*	2205 N Woodruff Ste. 2W, Spokane Valley, WA 99206; (208) 409-4514
WI	Waupun (Amramp Southeast Wisconsin)	Will Gerrits & Dusty Gerrits	1212 Moorman Drive, Waupun, WI 53963; (920) 382-5194

* These franchisees own multiple franchises.

FORMER AMRAMP® FRANCHISEES

The following franchisees had an outlet transferred, terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or have not communicated with AMRAMP® within the 10 weeks preceding the date of this Disclosure Document.

Former Franchisee	City/Territory	State	Last Known Telephone Number	Reason for Leaving the System
Dwight Medders	Crawford (Northeast Georgia)	GA	(706) 255-5374	Retired and sold the business to a neighboring franchisee in 2023.
Joanne Bradley	Cumming (Atlanta)	GA	(404) 617-6483	Retired and sold the business to a neighboring franchisee in 2023.
Doug Draeger	Holland (Western Michigan)	MI	(616) 581-0209	Retired and sold his half of the business to his existing partner and a new franchise owner in 2023.
Natalie Rose	Raleigh (Eastern North Carolina)	NC	(919) 270-0740	Sold business to a new franchisee in 2023.
Bill Grove	Richmond	VA	N/A	Retired and sold the business to his son in 2023.

EXHIBIT D
FINANCIAL STATEMENTS

Amramp, LLC

Financial Statements

Years Ended

December 31, 2023 and 2022



Mazars USA LLP is an independent member firm of Mazars Group.

Amramp, LLC

Table of Contents December 31, 2023 and 2022

	Page (s)
Independent Auditors' Report.....	1-2
Balance Sheets.....	3
Statements of Income and Changes in Members' Equity	4
Statements of Cash Flows.....	5
Notes to Financial Statements.....	6-10

Independent Auditors' Report

To the Members of Amramp, LLC

Opinion

We have audited the accompanying financial statements of Amramp, LLC (a Delaware limited liability company) which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of income and changes in members' equity and cash flows for the years then ended, and the related notes to the financial statements.

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

Basis of Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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



In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Amramp, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Amramp, LLC's ability to continue as a going concern for a reasonable period of time.

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

Mazars USA LLP

April 16, 2024

Amramp, LLC

Balance Sheets December 31, 2023 and 2022

	2023	2022
Assets		
Current assets:		
Cash	\$ 223,339	\$ 188,562
Accounts receivable, net of allowance for doubtful accounts of \$250,523 and \$196,445 in 2023 and 2022	937,902	652,248
Prepaid expenses	287,588	-
Current portion of due from related party	1,000,000	1,000,000
Notes receivable, current	49,304	30,020
Total current assets	<u>2,498,133</u>	<u>1,870,830</u>
 Notes receivables, net of allowance	154,650	60,996
Due from related party, net of current portion	<u>3,267,347</u>	<u>4,431,020</u>
	<u>3,421,997</u>	<u>4,492,016</u>
 Total assets	<u>\$ 5,920,130</u>	<u>\$ 6,362,846</u>
Liabilities and Members' Equity		
Current liabilities:		
Accounts payable	\$ 127,760	\$ 40,814
Accrued expenses and other liabilities	81,893	40,000
Deferred revenue, current	<u>124,475</u>	<u>123,026</u>
Total current liabilities	<u>334,128</u>	<u>203,840</u>
 Deferred revenue, net of current portion	<u>590,925</u>	<u>537,451</u>
 Members' equity	<u>4,995,077</u>	<u>5,621,555</u>
 Total liabilities and members' equity	<u>\$ 5,920,130</u>	<u>\$ 6,362,846</u>

The accompanying notes are an integral part of these financial statements.

Amramp, LLC

Statements of Income and Changes in Members' Equity Years Ended December 31, 2023 and 2022

	2023	2022
Revenues:		
Initial and successor franchise fees	\$ 132,831	\$ 130,187
Royalties	3,027,937	2,974,067
Advertising revenue - national	744,990	701,591
Finance charges	14,757	12,512
	<u>3,920,515</u>	<u>3,818,357</u>
Operating expenses:		
Advertising	41,953	124,412
Advertising - national	421,238	487,061
Amortization	-	4,417
Bad debt expense (recoveries)	-	(59,175)
Bank fees	46,385	49,903
Charitable contributions	12,076	5,160
Commissions	21,398	13,333
Consulting and training	174,767	56,272
Development and trade shows	2,607	8,194
Dues and subscriptions	3,809	3,590
Management fees	2,514,030	2,432,119
Office	129,002	27,563
Other taxes	1,882	3,570
Product development	260	-
Professional fees	152,370	151,473
Software license fees	10,726	38,505
Total operating expenses	<u>3,532,503</u>	<u>3,346,397</u>
Operating income	<u>388,012</u>	<u>471,960</u>
Other income (expense):		
Miscellaneous income (expense)	510	(1,927)
Total other income (expense)	<u>510</u>	<u>(1,927)</u>
Net income	388,522	470,033
Members' equity, beginning of year	5,621,555	5,157,672
Distributions	<u>(1,015,000)</u>	<u>(6,150)</u>
Members' equity, end of year	<u>\$ 4,995,077</u>	<u>\$ 5,621,555</u>

The accompanying notes are an integral part of these financial statements.

Amramp, LLC

Statements of Cash Flows Years Ended December 31, 2023 and 2022

	2023	2022
Cash flows from operating activities:		
Net income	\$ 388,522	\$ 470,033
Adjustments to reconcile net income to net cash (used for) provided by operating activities:		
Bad debt expense (recoveries)	-	(59,175)
Amortization expense	-	4,417
Changes in operating assets and liabilities:		
Accounts receivable	(285,654)	(152,563)
Prepaid expenses	(287,588)	13,845
Accounts payable	86,946	(16,014)
Accrued expenses and other liabilities	41,893	9,666
Deferred revenue	(158,747)	(44,264)
Net cash (used for) provided by operating activities	(214,628)	225,945
Cash flows from investing activities:		
Repayments from (advances to) related party, net	1,163,673	(448,357)
Payments received on notes receivable	100,732	264,587
Net cash provided by (used for) investing activities	1,264,405	(183,770)
Cash flows from financing activities:		
Member distributions	(1,015,000)	(6,150)
Repayments on line of credit, net	-	(618,373)
Net cash used for financing activities	(1,015,000)	(624,523)
Net change in cash	34,777	(582,348)
Cash, beginning of year	188,562	770,910
Cash, end of year	\$ 223,339	\$ 188,562

The accompanying notes are an integral part of these financial statements.

Amramp, LLC

Notes to Financial Statements Years Ended December 31, 2023 and 2022

1. Nature of Operations

Amramp, LLC (the "Company") is a limited liability company that was organized in Delaware on March 22, 2002. The Company sells franchises to entities engaged in the sale and rental of residential and commercial handicap accessible ramps, related products and services, in the U.S.A. and collects royalties and advertising fees on the sales of its franchisees.

2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Company management has elected to adopt certain provisions within Accounting Standards Codification ("ASC") 810, Consolidation. The provision allows for a private company to elect not to apply variable interest entity ("VIE") guidance to legal entities under common control if both the parent and legal entity being evaluated for consolidation are not public business entities.

Adoption of new accounting pronouncement

Financial Instruments – Credit Losses ("ASC 326") replaces the existing incurred loss model with a current expected credit loss ("CECL") model that requires consideration of a broader range of reasonable and supportable information to inform credit loss estimates. The Company uses a forward-looking CECL model for accounts receivables and other financial instruments. The Company adopted ASC 326 on January 1, 2023 and ASC 326 did not have a material impact on its financial statements.

Accounts Receivable

Accounts receivable are customer obligations due under normal trade terms. An allowance for doubtful accounts is maintained which is based on management's assessment of the collectability of accounts receivable. The Company includes accounts receivable balances that are determined to be uncollectible, along with a general reserve, in the overall allowance for doubtful accounts. After all attempts to collect the receivable have failed, the receivable is written off against the allowance. Based on information available, Company management believes that the allowance for doubtful accounts as of December 31, 2023 and 2022 is adequate. Bad debt recoveries totaled \$59,175 for the year ended December 31, 2022. Bad debt expense totaled \$1,540 for the year ended December 31, 2023.

Patent and Trademark Costs

The Company capitalizes legal costs associated with obtaining patents and trademarks that are expected to have future commercial value. Patent and trademark costs are amortized over their estimated useful life of 10 years. Patents and trademark costs are reviewed for impairment on an annual basis and whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable.

Patent and trademark costs capitalized as of December 31, 2023 and 2022, was \$61,984. Accumulated amortization recognized related to patent and trademark costs capitalized, as of December 31, 2023 and 2022 was \$61,984. Amortization expense totaled \$4,417 for the year ended December 31, 2022. There was no amortization expense for the year ended December 31, 2023.

Income Taxes

The Company is treated as a partnership for federal and state income tax purposes. The income or loss is included in the income tax returns of the members. Accordingly, there is no provision for federal or state income tax expense included in the accompanying statements of income and changes in members' equity for the years ended December 31, 2023 and 2022.

Income Tax Positions

The FASB issued a standard that clarifies the accounting and recognition of income tax positions taken or expected to be taken in the Company's income tax returns. The Company has analyzed tax positions taken for filing with the Internal Revenue Service and all state jurisdictions where it operates. Company management believes that income tax positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse effect on the Company's financial condition, results of operations or cash flows. Accordingly, management has not recorded any reserves or related accruals for interest and penalties for uncertain income tax positions. If the Company incurs interest or penalties as a result of unrecognized tax positions the policy is to classify interest accrued with interest expense and penalties thereon with operating expenses. The Company is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress.

Revenue Recognition

As prescribed in ASC 606, the Company recognizes revenue to reflect the transfer of goods or services to a customer at an amount that reflects the consideration which the Company expects to receive in exchange for those goods or services.

ASC 606 defines a five-step process to recognize revenue that requires judgment and estimates, including identifying the contract with the customer, identifying the performance obligations in the contract, determining the transaction price, allocating the transaction price to the performance obligation in the contract and recognizing revenue when or as the performance obligation is satisfied.

The Company's revenues consist primarily of royalty revenue, advertising revenue, initial and successor franchise fees as described in the franchise agreements. The Company's performance obligations under franchise agreements are to grant certain rights to use the Company's intellectual property and all other services provided for in the franchise agreement. Management has determined that services for royalty and advertising revenue are all highly interrelated and not distinct within the contracts, as such the services related to royalty and advertising revenues are treated as a single performance obligation. Management has determined that initial and successor franchise fees consist of two distinct performance obligations.

The first obligation consists of pre-closing services such as site assessment, quality control and training services. Pre-closing services are recognized when the respective franchisee becomes active. The second performance obligation within the contract is satisfied by granting certain rights to use intellectual property and is recognized over the term of each franchise agreement.

Contract assets are defined as amounts that represent the rights to receive payment for services transferred to the franchisee and are recorded as accounts receivable on the accompanying balance sheets and totaled \$937,902 and \$652,248 as of December 31, 2023 and 2022, respectively. Contract liabilities include amounts that reflect obligations to provide services for which payment has been received before the service has been provided. The value of these future obligations is recorded as deferred revenue on the accompanying balance sheet and totaled \$715,400 and \$660,477 as of December 31, 2023 and 2022, respectively.

The Company does not incur significant costs that are required to be capitalized in connection with obtaining a contract with a customer. Expenses related to the incremental direct costs of obtaining the contracts are expensed as incurred, because the amortization period would be less than one year.

Disaggregated revenue information relating to the Company's revenue streams is presented on the accompanying statements of income and changes in members' equity.

Advertising

The cost of advertising is expensed as it is incurred. Advertising expense, excluding advertising efforts made on behalf of and reimbursed by franchisees, totaled \$41,953 and \$124,412 for the years December 31, 2023 and 2022, respectively. Advertising expense relating to advertising efforts made on behalf of franchisees totaled \$421,238 and \$487,061 for the years ended December 31, 2023 and 2022, respectively.

Fair Value of Financial Instruments

The carrying amounts of financial instruments, including cash, accounts receivable, accounts payable and accrued expenses and other liabilities approximate fair value due to the short-term nature of these assets and liabilities. The carrying amounts of the notes receivable and line of credit approximate fair value because these instruments accrue interest at current market rates.

Amramp, LLC

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Subsequent Events

The Company has evaluated subsequent events through April 16, 2024, the date that the accompanying financial statements were available to be issued.

3. Notes Receivable

Notes receivable represent initial franchise fees that have been financed by the Company, or delinquent accounts receivable on which the Company has agreed upon payment terms with the franchisee. The franchise agreements contain provisions for a security interest in substantially all business assets of the franchisees which collateralize all payments due to the Company under the franchise agreement, including the notes receivable. The allowance for doubtful accounts includes provisions for the full outstanding balance of certain notes receivable. As of December 31, 2023 and 2022, notes receivable consist of the following:

	2023	2022
Note receivable from franchisee (April 1, 2013), in the original amount of \$64,619 with 48 monthly payments of \$1,430 including interest at 3.00% per annum.	\$ 27,382	\$ 32,042
Note receivable from franchisee (May 29, 2018), in the original amount of \$19,799 with 3 annual payments of \$6,200, with a final payment of \$1,199.	10,240	12,740
Note receivable from franchisee (November 18, 2019), in the original amount of \$137,000 with \$100,000 due at the time of signing, and the remaining balance due in 4 annual payments of \$7,400. The balance of the note was written off during the year ended December 31, 2023.	-	29,587
Note receivable from franchisee (January 27, 2020), in the original amount of \$79,200 with \$45,000 due at the time of signing, and the remaining balance due in 5 annual payments of \$6,840.	20,520	20,520
Note receivable from franchisee (December 14, 2020), in the original amount of \$122,903 with \$50,000 due at the time of signing, and the remaining balance due in 5 annual payments of \$14,581, plus interest at 8.00% per annum.	49,162	57,756
Note receivable from franchisee (June 1, 2023), in the original amount of \$109,640 with \$54,820 due at the time of signing, and the remaining balance due in 5 annual payments of \$10,964.	54,820	-
Note receivable from franchisee (November 1, 2023), in the original amount of \$42,000 with the balance due in 4 equal payments of \$10,500, beginning on June 15, 2024.	42,000	-

	2023	2022
Note receivable from franchisee (December 31, 2023), in the original amount of \$62,033, with the balance due in 4 annual payments of \$15,508.	\$ 62,030	\$ -
	266,154	152,645
Less: current portion, less current allowance for doubtful accounts	(49,304)	(30,020)
Less: allowance for doubtful accounts	(62,200)	(61,629)
	<u>\$ 154,650</u>	<u>\$ 60,996</u>

4. Line of Credit

In 2021, the Company entered into a revolving line of credit agreement. The revolving line of credit includes a co-borrowing arrangement with a commonly controlled entity, Gordon Industries ("Gordon"). The revolving line of credit has a maximum borrowing limit of the lesser of \$1,250,000 or the applicable borrowing base, as defined in the agreement. Borrowings on the revolving line of credit are collateralized by substantially all business assets of the Company and the commonly controlled entity, is guaranteed by the members of the Company and accrues interest at the Wall Street Journal Prime Rate, 8.50% as of December 31, 2023. The revolving line of credit agreement expires on September 30, 2025.

The refinancing in 2021 also contains provisions for a second facility for an equipment and leasehold improvement loan, under which the Company is a co-borrower with Gordon. The loan is a term loan of up to \$2,400,000, with a 6 month draw period and a 10-year maturity thereafter, ending on October 16, 2031. Interest on any balance outstanding accrues at an annual rate of 3.59%. The balance outstanding is collateralized by substantially all business assets of the Company and the commonly controlled entity and is guaranteed by the members of the Company. The outstanding balance on this note is being reported on the books and records of Gordon and totaled \$1,952,787 and \$2,164,477 as of December 31, 2023 and 2022, respectively.

Pursuant to the agreement, the Company is obligated to comply with a debt service ratio and maximum senior debt, as defined. The revolving line of credit was amended, effective January 16, 2024, to extend the maturity date from September 2023 to September 2025. Additionally, the promissory note was amended to modify the interest rate from 3.59% to 4.00%. The outstanding balance on the promissory note will be amortized at the new rate effective January 2024.

5. Franchise Sales

During the year ended December 31, 2023, 3 new franchises were sold for \$213,670. During the year ended December 31, 2022, 3 new franchises were sold for \$213,799. Changes in franchisees during the years ended December 31, 2023 and 2022 are as follows:

	2023	2022
Number of franchises - beginning of year	58	55
Franchises sold	3	3
Number of franchises - end of year	<u>61</u>	<u>58</u>
Operating and affiliate owned at end of year	<u>2</u>	<u>2</u>

6. Commitments and Contingencies

As disclosed in Note 4, the Company is a co-borrower with Gordon on debt totaling \$1,952,787 and \$2,164,477 as of December 31, 2023 and 2022, respectively, which is reported on the books of Gordon. As co-borrower the Company would be required to make payments on the outstanding balance under certain default provisions, as defined in the agreement.

Amramp, LLC

7. Related Party Transactions

Franchisees are required to purchase ramps and accessories from Gordon. Gordon is affiliated through common ownership and provides office space, administrative and other services to the Company. During the years ended December 31, 2023 and 2022, the Company incurred management fees totaling \$2,514,030 and \$2,432,119, respectively, to Gordon to reimburse salaries, rent and other expenses incurred by Gordon for the benefit of the Company.

From time to time the Company and Gordon advance money to each other in the form of loans and advances. During the years ended December 31, 2023 and 2022, the Company was owed from Gordon, \$4,267,347 and \$5,431,020, respectively. These advances are not collateralized, do not accrue interest and carry no repayment terms.

8. Financial Interest in Commonly Controlled Entities

Accounting standards provide guidance on the identification of entities for which control is achieved through means other than through voting rights and how to determine when and which business enterprises should evaluate commonly controlled entities for consolidation. The Company elected to adopt certain provisions of ASC 810, Consolidations, and accordingly, has not evaluated the affiliated entities under the VIE guidance.

As disclosed in Note 4 and 6 the Company is co-borrower on its revolving line of credit and term debt. Additionally, during the years ended December 31, 2023 and 2022, the Company paid management fees to a commonly controlled entity and reported amounts due from the commonly controlled entity, amounts outstanding were used for various working capital needs, as disclosed in Note 7.

If the Company had consolidated the accounts of the commonly controlled entities, the following total assets, liabilities and equity (deficit) would be included with the accounts of the Company, subject to certain intercompany eliminations, at December 31, 2023 and 2022, respectively (unaudited):

<u>December 31, 2023</u>	<u>Gordon Industries</u>	<u>Gordon Realty Trust</u>
Total assets	\$ 10,503,064	\$ 45,186
Total liabilities	\$ 9,572,787	\$ 303,633
Total equity (deficit)	\$ 930,277	\$ (258,447)
 <u>December 31, 2022</u>	 <u>Gordon Industries</u>	 <u>Gordon Realty Trust</u>
Total assets	\$ 9,557,342	\$ 46,186
Total liabilities	\$ 8,782,673	\$ 1,271,380
Total equity (deficit)	\$ 774,669	\$ (1,225,194)

9. Settlement Agreement

The Company is a co-defendant with Gordon in a civil litigation case concerning the termination of a lease agreement, which was settled in March 2022.

10. Concentrations of Credit Risk

The Company maintains its cash at financial institutions in bank deposits, which may exceed federally insured limits. The Company has not experienced any losses in such accounts. Company management believes it is not exposed to any significant risk with respect to cash.

11. Contingencies

At times, certain claims, suits and complaints arising in the ordinary course of business may either be filed or pending against the Company. In the opinion of management, most matters are adequately covered by insurance or, if not so covered, would not have a significant effect on the financial position of the Company if disposed of unfavorably.

mazars

www.mazars.us

Amramp, LLC

Financial Statements

Years Ended

December 31, 2022 and 2021



Mazars USA LLP is an independent member firm of Mazars Group.

Amramp, LLC

Table of Contents December 31, 2022 and 2021

	Page (s)
Independent Auditors' Report.....	1-2
Balance Sheets.....	3
Statements of Income and Changes in Members' Equity	4
Statements of Cash Flows.....	5
Notes to Financial Statements.....	6-10

Independent Auditors' Report

To the Members of Amramp, LLC

Opinion

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

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

Basis of Opinion

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

Prior Period Financial Statements

The financial statements of Amramp, LLC as of December 31, 2021, were audited by other auditors, who joined Mazars USA LLP, and whose report dated July 7, 2022, expressed an unmodified opinion on those statements.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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



In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Amramp, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Amramp, LLC's ability to continue as a going concern for a reasonable period of time.

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

Mazars USA LLP

November 3, 2023

Amramp, LLC

Balance Sheets December 31, 2022 and 2021

	2022	2021
Assets		
Current assets:		
Cash	\$ 188,562	\$ 770,910
Accounts receivable, net of allowance for doubtful accounts of \$196,445 in 2022 and 2021	652,248	499,685
Prepaid expenses	-	13,845
Current portion of due from related party	1,000,000	-
Notes receivable, current	30,020	28,821
Total current assets	<u>1,870,830</u>	<u>1,313,261</u>
Patents and trademarks, net	-	4,417
Notes receivables, net of allowance for doubtful accounts of \$61,629 in 2022 and \$120,804 in 2021	60,996	139,730
Due from related party, net of current portion	<u>4,431,020</u>	<u>4,982,663</u>
	4,492,016	5,126,810
Total assets	<u>\$ 6,362,846</u>	<u>\$ 6,440,071</u>
Liabilities and Members' Equity		
Current liabilities:		
Line of credit	\$ -	\$ 618,373
Accounts payable	40,814	56,828
Accrued expenses and other liabilities	40,000	30,334
Deferred revenue, current	123,026	111,974
Total current liabilities	<u>203,840</u>	<u>817,509</u>
Deferred revenue, net of current portion	<u>537,451</u>	<u>464,890</u>
Members' equity	<u>5,621,555</u>	<u>5,157,672</u>
Total liabilities and members' equity	<u>\$ 6,362,846</u>	<u>\$ 6,440,071</u>

The accompanying notes are an integral part of these financial statements.

Amramp, LLC

Statements of Income and Changes in Members' Equity Years Ended December 31, 2022 and 2021

	2022	2021
Revenues:		
Initial and successor franchise fees	\$ 130,187	\$ 110,723
Royalties	2,974,067	2,573,964
Advertising revenue - national	701,591	601,956
	<u>3,805,845</u>	<u>3,286,643</u>
Operating expenses:		
Advertising	124,412	60,741
Advertising - national	487,061	401,670
Amortization	4,417	6,194
Bad debt recoveries	(59,175)	(20,804)
Bank fees	49,903	41,391
Charitable contributions	5,160	-
Commissions	13,333	18,842
Consulting and training	56,272	801
Development and trade shows	8,194	2,009
Dues and subscriptions	3,590	3,566
Management fees	2,432,119	1,508,928
Office	27,563	27,503
Other taxes	3,570	5,102
Product development	-	1,725
Professional fees	151,473	100,101
Software license fees	38,505	35,198
Total operating expenses	<u>3,346,397</u>	<u>2,192,967</u>
Operating income	<u>459,448</u>	<u>1,093,676</u>
Other income (expense):		
Miscellaneous income	(1,927)	2,663
Interest income	12,512	8,580
Interest expense	-	(43,319)
Total other expense	<u>10,585</u>	<u>(32,076)</u>
Net income	470,033	1,061,600
Members' equity, beginning of year (as restated)	5,157,672	4,108,070
Distributions	<u>(6,150)</u>	<u>(11,998)</u>
Members' equity, end of year	<u>\$ 5,621,555</u>	<u>\$ 5,157,672</u>

The accompanying notes are an integral part of these financial statements.

Amramp, LLC

Statements of Cash Flows Years Ended December 31, 2022 and 2021

	2022	2021
Cash flows from operating activities:		
Net income	\$ 470,033	\$ 1,061,600
Adjustments to reconcile net income to net cash provided by operating activities:		
Bad debt recoveries	(59,175)	-
Amortization expense	4,417	6,194
Non-cash legal expenses		13,347
Changes in operating assets and liabilities:		
Accounts receivable	(152,563)	(125,860)
Prepaid expenses	13,845	-
Accounts payable	(16,014)	22,635
Accrued expenses and other liabilities	9,666	(929)
Deferred revenue	(44,264)	(50,723)
Net cash provided by operating activities	225,945	926,264
Cash flows from investing activities:		
Advances to related party, net	(448,357)	(311,202)
Payments received on notes receivable	264,587	59,005
Net cash used for investing activities	(183,770)	(252,197)
Cash flows from financing activities:		
Member distributions	(6,150)	(11,998)
Repayments on line of credit, net	(618,373)	(40,000)
Net cash used for financing activities	(624,523)	(51,998)
Net change in cash	(582,348)	622,069
Cash, beginning of year	770,910	148,841
Cash, end of year	\$ 188,562	\$ 770,910

The accompanying notes are an integral part of these financial statements.

Amramp, LLC

Notes to Financial Statements Years Ended December 31, 2022 and 2021

1. Nature of Operations

Amramp, LLC (the "Company") is a limited liability company that was organized in Delaware on March 22, 2002. The Company sells franchises to entities engaged in the sale and rental of residential and commercial handicap accessible ramps, related products and services, in the U.S.A. and collects royalties and advertising fees on the sales of its franchisees.

2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Company management has elected to adopt certain provisions within Accounting Standards Codification ("ASC") 810, Consolidation. The provision allows for a private company to elect not to apply variable interest entity ("VIE") guidance to legal entities under common control if both the parent and legal entity being evaluated for consolidation are not public business entities.

Accounts Receivable

Accounts receivable are customer obligations due under normal trade terms. An allowance for doubtful accounts is maintained which is based on management's assessment of the collectability of accounts receivable. The Company includes accounts receivable balances that are determined to be uncollectible, along with a general reserve, in the overall allowance for doubtful accounts. After all attempts to collect the receivable have failed, the receivable is written off against the allowance. Based on information available, Company management believes that the allowance for doubtful accounts as of December 31, 2022 and 2021 is adequate. Bad debt recoveries totaled \$88,762 for the year ended December 31, 2022. Bad debt expense totaled \$20,804 for the year ended December 31, 2021.

Patent and Trademark Costs

The Company capitalizes legal costs associated with obtaining patents and trademarks that are expected to have future commercial value. Patent and trademark costs are amortized over their estimated useful life of 10 years. Patents and trademark costs are reviewed for impairment on an annual basis and whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. No impairment losses were incurred for the year ended December 31, 2021.

Patent and trademark costs capitalized as of December 31, 2022 **and 2021**, was \$61,984. Accumulated amortization recognized related to patent and trademark costs capitalized, as of December 31, 2022 and 2021 was \$61,984 and \$57,567, respectively. Amortization expense totaled \$4,417 and \$6,194 for the years ended December 31, 2022 and 2021.

Income Taxes

The Company is treated as a partnership for federal and state income tax purposes. The income or loss is included in the income tax returns of the members. Accordingly, there is no provision for federal or state income tax expense included in the accompanying statement of income and changes in members' equity for the years ended December 31, 2022 **and 2021**.

Income Tax Positions

The FASB issued a standard that clarifies the accounting and recognition of income tax positions taken or expected to be taken in the Company's income tax returns. The Company has analyzed tax positions taken for filing with the Internal Revenue Service and all state jurisdictions where it operates. Company management believes that income tax positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse effect on the Company's financial condition, results of operations or cash flows. Accordingly, management has not recorded any reserves or related accruals for interest and penalties for uncertain income tax positions. If the Company incurs interest or penalties as a result of unrecognized tax positions the policy is to classify interest accrued with interest expense and penalties thereon with operating expenses. The Company is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress.

Revenue Recognition

As prescribed in ASC 606, the Company recognizes revenue to reflect the transfer of goods or services to a customer at an amount that reflects the consideration which the Company expects to receive in exchange for those goods or services.

ASC 606 defines a five-step process to recognize revenue that requires judgment and estimates, including identifying the contract with the customer, identifying the performance obligations in the contract, determining the transaction price, allocating the transaction price to the performance obligation in the contract and recognizing revenue when or as the performance obligation is satisfied.

The Company's revenues consist primarily of royalty revenue, advertising revenue, initial and successor franchise fees as described in the franchise agreements. The Company's performance obligations under franchise agreements are to grant certain rights to use the Company's intellectual property and all other services provided for in the franchise agreement. Management has determined that services for royalty and advertising revenue are all highly interrelated and not distinct within the contracts, as such the services related to royalty and advertising revenues are treated as a single performance obligation. Management has determined that initial and successor franchise fees consist of two distinct performance obligations.

The first obligation consists of pre-closing services such as site assessment, quality control and training services. Pre-closing services are recognized when the respective franchisee becomes active. The second performance obligation within the contract is satisfied by granting certain rights to use intellectual property and is recognized over the term of each franchise agreement.

Contract assets are defined as amounts that represent the rights to receive payment for services transferred to the franchisee and are recorded as accounts receivable on the accompanying balance sheets and totaled \$652,248 and \$499,685 as of December 31, 2022 and 2021, respectively. Contract liabilities include amounts that reflect obligations to provide services for which payment has been received before the service has been provided. The value of these future obligations is recorded as deferred revenue on the accompanying balance sheet and totaled \$660,477 and \$576,864 as of December 31, 2022 and 2021, respectively.

The Company does not incur significant costs that are required to be capitalized in connection with obtaining a contract with a customer. Expenses related to the incremental direct costs of obtaining the contracts are expensed as incurred, because the amortization period would be less than one year.

Disaggregated revenue information relating to the Company's revenue streams is presented on the accompanying statements of income and changes in members' equity.

Advertising

The cost of advertising is expensed as it is incurred. Advertising expense, excluding advertising efforts made on behalf of and reimbursed by franchisees, totaled \$124,412 and \$60,741 for the years December 31, 2022 and 2021, respectively.

Fair Value of Financial Instruments

The carrying amounts of financial instruments, including cash, accounts receivable, accounts payable and accrued expenses and other liabilities approximate fair value due to the short-term nature of these assets and liabilities. The carrying amounts of the notes receivable and line of credit approximate fair value because these instruments accrue interest at current market rates.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Subsequent Events

The Company has evaluated subsequent events through November 3, 2023, the date that the accompanying financial statements were available to be issued.

Amramp, LLC

3. Notes Receivable

Notes receivable represent initial franchise fees that have been financed by the Company, or delinquent accounts receivable on which the Company has agreed upon payment terms with the franchisee. The franchise agreements contain provisions for a security interest in substantially all business assets of the franchisees which collateralize all payments due to the Company under the franchise agreement, including the notes receivable. The allowance for doubtful accounts includes provisions for the full outstanding balance of certain notes receivable. As of December 31, 2022 and 2021, notes receivable consist of the following:

	2022	2021
Note receivable from franchisee (April 1, 2013), in the original amount of \$64,619 with 48 monthly payments of \$1,430 including interest at 3.00% per annum.	\$ 32,042	\$ 37,000
Note receivable from franchisee (April 10, 2015), in the original amount of \$155,959 with 24 monthly payments of \$7,054 including interest at 8.00% per annum.	-	34,574
Note receivable from franchisee (August 27, 2015), in the original amount of \$125,037 with 24 monthly payments of \$5,655 including interest at 8.00% per annum.	-	49,230
Note receivable from franchisee (April 13, 2013), in the original amount of \$102,634 with \$10,000 due at the time of signing, and remaining principal payments, due annually through January 30, 2017.	-	25,103
Note receivable from franchisee (May 29, 2018), in the original amount of \$19,799 with 3 annual payments of \$6,200, with a final payment of \$1,199.	12,740	13,599
Note receivable from franchisee (November 18, 2019), in the original amount of \$137,000 with \$100,000 due at the time of signing, and the remaining balance due in 4 annual payments of \$7,400.	29,587	29,587
Note receivable from franchisee (January 27, 2020), in the original amount of \$79,200 with \$45,000 due at the time of signing, and the remaining balance due in 5 annual payments of \$6,840.	20,520	27,360
Note receivable from franchisee (December 14, 2020), in the original amount of \$122,903 with \$50,000 due at the time of signing, and the remaining balance due in 5 annual payments of \$14,581, plus interest at 8.00% per annum.	57,756	72,902
	152,645	289,355
Less: current portion	(30,020)	(28,821)
Less: allowance for doubtful accounts	(61,629)	(120,804)
	<u>\$ 60,996</u>	<u>\$ 139,730</u>

Amramp, LLC

4. Line of Credit

In 2021, the Company entered into a revolving line of credit agreement. The revolving line of credit includes a co-borrowing arrangement with a commonly controlled entity, Gordon Industries ("Gordon"). The revolving line of credit has a maximum borrowing limit of the lesser of \$1,250,000 or the applicable borrowing base, as defined in the agreement. Borrowings on the revolving line of credit are collateralized by substantially all business assets of the Company and the commonly controlled entity, is guaranteed by the members of the Company and accrues interest at the Wall Street Journal Prime Rate, 7.50% as of December 31, 2022. The revolving line of credit agreement expired on September 30, 2023 and the Company is in the process of renewing the revolving line of credit with the bank.

The refinancing in 2021 also contains provisions for a second facility for an equipment and leasehold improvement loan, under which the Company is a co-borrower with Gordon. The loan is a term loan of up to \$2,400,000, with a 6 month draw period and a 10-year maturity thereafter, ending on October 16, 2031. Interest on any balance outstanding accrues at an annual rate of 3.59%. The balance outstanding is collateralized by substantially all business assets of the Company and the commonly controlled entity and is guaranteed by the members of the Company. The outstanding balance on this note is being reported on the books and records of Gordon and totaled \$2,164,477 and \$2,368,608 as of December 31, 2022 and 2021, respectively.

5. Franchise Sales

During the year ended December 31, 2022, 3 new franchises were sold for \$213,799. During the year ended December 31, 2021, 4 new franchises were sold for \$80,000. Changes in franchisees during the years ended December 31, 2022 and 2021 are as follows:

	2022	2021
Number of franchises - beginning of year	55	51
Franchises sold	3	4
Number of franchises - end of year	58	55
Operating and affiliate owned at end of year	2	2

6. Commitments and Contingencies

As disclosed in Note 4, the Company is a co-borrower with Gordon on debt totaling \$2,164,477 and \$2,368,608 as of December 31, 2022 and 2021, respectively, which is reported on the books of Gordon. As co-borrower the Company would be required to make payments on the outstanding balance under certain default provisions, as defined in the agreement.

7. Related Party Transactions

Franchisees are required to purchase ramps and accessories from Gordon. Gordon is affiliated through common ownership and provides office space, administrative and other services to the Company. During the years ended December 31, 2022 and 2021, the Company incurred management fees totaling \$2,432,119 and \$1,508,928, respectively, to Gordon to reimburse salaries, rent and other expenses incurred by Gordon for the benefit of the Company.

From time to time the Company and Gordon advance money to each other in the form of loans and advances. During the years ended December 31, 2022 and 2021, the Company was owed from Gordon, \$5,431,020 and \$4,982,663, respectively. These advances are not collateralized, do not accrue interest and carry no repayment terms.

8. Financial Interest in Commonly Controlled Entities

Accounting standards provide guidance on the identification of entities for which control is achieved through means other than through voting rights and how to determine when and which business enterprises should evaluate commonly controlled entities for consolidation. The Company elected to adopt certain provisions of ASC 810, Consolidations, and accordingly, has not evaluated the affiliated entities under the VIE guidance.

Amramp, LLC

As disclosed in Note 4 and 6 the Company is co-borrower on its revolving line of credit and term debt. Additionally, during the years ended December 31, 2022 and 2021, the Company paid management fees to a commonly controlled entity and reported amounts due from the commonly controlled entity, amounts outstanding were used for various working capital needs, as disclosed in Note 7. During the year ended December 31, 2021, Gordon Realty Trust executed a sale of its building, which was the only asset held by this entity. The proceeds from the sale were used to repay the existing mortgage. All of Gordon Realty Trust's equity was distributed to the trustee and as of December 31, 2021, there were no assets, liabilities, or trust equity.

If the Company had consolidated the accounts of the commonly controlled entities, the following total assets, liabilities and equity (deficit) would be included with the accounts of the Company, subject to certain intercompany eliminations, at December 31, 2022 and 2021, respectively (unaudited):

<u>December 31, 2022</u>	<u>Gordon Industries</u>	<u>Gordon Realty Trust</u>
Total assets	\$ 9,557,342	\$ 46,186
Total liabilities	\$ 8,782,673	\$ 1,271,380
Total equity (deficit)	\$ 774,669	\$ (1,225,194)
<u>December 31, 2021</u>	<u>Gordon Industries</u>	<u>Gordon Realty Trust</u>
Total assets	\$ 11,396,437	\$ 1,089,116
Total liabilities	\$ 9,123,185	\$ 2,200,417
Total equity (deficit)	\$ 2,273,252	\$ (1,111,301)

9. Settlement Agreement

The Company is a co-defendant with Gordon in a civil litigation case concerning the termination of a lease agreement, which was settled in March 2022.

10. Supplemental Cash Flow Information

	<u>2022</u>	<u>2021</u>
Cash paid during the year for:		
Interest	\$ -	\$ 19,890
Payments on line of credit made by related party	\$ -	\$ 18,348

11. Concentrations of Credit Risk

The Company maintains its cash at financial institutions in bank deposits, which may exceed federally insured limits. The Company has not experienced any losses in such accounts. Company management believes it is not exposed to any significant risk with respect to cash.

12. Management fee expense

The Company receives the benefit of supporting services from Gordon, which are charged to the Company in the form of a management fee. Company management allocates various expenses incurred by Gordon including, but not limited to, salaries, payroll taxes, employee benefits, office expenses, utilities, and other relevant overhead expenses. Salaries, payroll taxes, and employee benefits are allocated to the Company based on actual time incurred by the related employees and the percentage of time devoted to the Company. Other expenses are allocated based on management's estimates.

mazars

www.mazars.us

Unaudited Financial Statements as of June 30, 2024

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

Amramp LLC
Balance Sheet
As of June 30, 2024

Amramp LLC

Assets

Current Assets

Cash & Cash Equivalents	108,789.38
Account Receivable	1,359,489.10
Allowance for A/R	(250,523.01)
Note Receivable - Current Portion	104,836.14
Short-term Investments	(62,200.33)
Inventories	0.00
Raw Materials	0.00
WIP	0.00
Finished Goods	0.00
Prepaid Expenses	161,915.59
Due from Related	5,618,135.97

Total Current Assets **7,040,442.84**

Property, Plant and Equipment	230,658.65
Accumulated Depreciation	(90,093.65)
Long-term Investment	157,807.76
Randolph Right of Use Asset	0.00

Total Assets **7,338,815.60**

Liabilities

Current Liabilities

Accounts Payable	63,902.94
Accrued Purchase Receipts	0.00
Vehicle Loan - Current	0.00
Accrued Payroll	0.00
Due to Related	1,496,543.46
Sales Tax Payable	0.00
Other Current liabilities	29,818.79
Settlement Liability	0.00

Total Current Liabilities **1,590,265.19**

Long Term Liabilities

Deferred Income	652,501.31
Long-term Loan	0.00
Due from Gordon Realty	0.00
Operating Lease Liability	0.00
Randolph Operating Lease Liability	0.00

Total Long Term Liabilities **652,501.31**

Total Liabilities **2,242,766.50**

Shareholders' Equity

Common Stock	0.00
Other Equity	(594,951.53)
Retained Earnings - Loss carry-forward	5,587,679.38
Net Income / (Loss)	103,321.25

Total Shareholders' Equity **5,096,049.10**

Total Liabilities & Shareholders' Equity **7,338,815.60**

Amramp LLC
Profit & Loss - Amramp LLC
As of June 30, 2024

	YTD
Initial Franchise Fees	62,898.47
Franchise Royalty on Sales	1,535,068.16
Rebates on Royalties	-58,449.66
Advertising Revenue - Nat'l	420,829.01
Total Sales	1,960,345.98
Returns and Allowances	
Finance Charges / Interest	185.55
Total Other Revenue	185.55
Pow der Coating	0.00
Total COGS	0.00
Gross Profit	1,960,531.53
Bank Expenses	23,852.53
Professional Expenses	68,805.32
Advertising	482,833.27
Travel	16,117.67
Softw are	19,987.00
Office and Supplies	4,467.91
Other Expenses	68,036.58
Management Fee	1,140,000.00
Royalty Rebate	0.00
Total Operating Expenses	1,824,100.28
EBITDA	136,431.25
Amortization	28,110.00
EBIT	108,321.25
Net Interest Expense/Income	
Income Tax	5,000.00
Net Income (Loss)	103,321.25

EXHIBIT E
FRANCHISE AGREEMENT

AMRAMP®

FRANCHISE AGREEMENT

TABLE OF CONTENTS

1.	GRANT	2
2.	TERM AND RENEWAL	3
3.	OUR DUTIES.....	4
4.	FEES.....	5
5.	OPENING OF FRANCHISED BUSINESS	8
6.	TRAINING	9
7.	YOUR DUTIES.....	10
8.	PROPRIETARY MARKS	15
9.	CONFIDENTIAL OPERATIONS MANUAL	19
10.	CONFIDENTIAL INFORMATION.....	20
11.	ACCOUNTING AND RECORDS.....	20
12.	ADVERTISING AND PROMOTION	22
13.	INSURANCE.....	27
14.	TRANSFER OF INTEREST	28
15.	DEFAULT AND TERMINATION	31
16.	OBLIGATIONS UPON TERMINATION OR EXPIRATION.....	35
17.	COVENANTS	37
18.	CORPORATE, PARTNERSHIP OR LIMITED LIABILITY COMPANY FRANCHISEE	39
19.	TAXES, PERMITS, AND INDEBTEDNESS	41
20.	INDEPENDENT CONTRACTOR AND INDEMNIFICATION.....	41
21.	APPROVALS AND WAIVERS	42
22.	GRANT OF SECURITY INTEREST.....	43
23.	NOTICES.....	43
24.	ENTIRE AGREEMENT	44
25.	SEVERABILITY AND CONSTRUCTION.....	44
26.	APPLICABLE LAW AND DISPUTE RESOLUTION	45
27.	FORCE MAJEURE.....	47
28.	ACKNOWLEDGMENTS	47

EXHIBIT A – TERRITORY AGREEMENT
EXHIBIT B – ADA CERTIFICATION
EXHIBIT C – CONFIDENTIALITY AND NON-COMPETITION AGREEMENT
EXHIBIT D – GUARANTEE, INDEMNIFICATION, AND ACKNOWLEDGMENT
EXHIBIT E – DISCLOSURE OF FRANCHISEE OWNERS
EXHIBIT F – FRANCHISE DISCLOSURE QUESTIONNAIRE

AMRAMP®
FRANCHISE AGREEMENT

This Franchise Agreement (“Agreement”) is made and entered into this _____ day of _____, 20____, by and between AMRAMP, LLC, a limited liability company formed under Delaware law, with its principal business address at 358 North Street, Randolph, MA 02368 (referred to in this Agreement as “we, “us” or “our”), and _____, a _____ with its principal place of business at _____ (referred to in this Agreement as “you”, “your” or “owner”).

RECITALS:

WHEREAS, we have expended and continue to expend considerable time and effort in the development of a distinctive format and system (the “System”) for businesses that engage in the sale and rental of ramps (“Ramps”), and additional, related products, accessories, and services as described in our Operations Manual from time to time, which currently include inclined and vertical lift systems, pool lift systems, stairlifts, patient lifts to move clients from the bed, floor safety materials, automatic door openers, wireless alert devices, home modifications/devices such as grab bars and poles, home modification services such as door widening or bathroom remodeling, and such other related goods and services that enhance the quality of life of physically disabled or challenged persons as we may specify from time to time (collectively, “Additional Approved Products”);

WHEREAS, the distinguishing characteristics of the System include, without limitation: distinctive business formats, methods, procedures, designs, layouts, standards and specifications, all of which may be changed, improved and further developed by us from time to time;

WHEREAS, the System is identified by means of certain trade names, service marks, trademarks, logos, and indicia of origin, including, but not limited to, “AMRAMP®,” as are now designated and may hereafter be designated by us in writing for use in connection with the System (collectively, the “Proprietary Marks”);

WHEREAS, we continue to develop, use, and control the use of such Proprietary Marks in order to identify for the public the source of services and products marketed thereunder and under the System, and to represent the System’s high standards of quality, appearance, and service;

WHEREAS, you desire to enter into the business of operating an AMRAMP® business under our System and Proprietary Marks, and wish to enter into an agreement with us for that purpose, and to receive the training and other assistance we provide in connection therewith; and

WHEREAS, we are committed to honoring the values of our founder, Julian Gordon, by partnering with you to assist people with mobility concerns to live better lives every day by eliminating accessibility barriers and you understand and acknowledge the importance of our high standards of quality and service and the necessity of operating the business franchised hereunder in conformity with our standards and specifications to ensure that such goals are achieved.

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, agree as follows:

1. GRANT

1.1 Grant of Franchise. We grant to you the right, and you undertake the obligation, upon the express terms and conditions set forth in this Agreement, to establish and operate an AMRAMP® business under the Proprietary Marks and the System (the “AMRAMP® Business” or “Franchised Business”), and to use the Proprietary Marks and the System, as they may be changed and improved from time to time at our sole discretion, solely in connection therewith and only at the location set forth in Section 1.2 hereof.

1.2 Approved Location. You shall operate the AMRAMP® Business only at a location approved by us (the “Approved Location”). You may operate the AMRAMP® Business from your personal residence; however, you must lease storage space, at your sole cost, sufficient to store all products purchased by you pursuant to this Agreement. The exact street address of the Approved Location is: _____

_____. You shall not relocate the AMRAMP® Business without our prior written approval. We shall have the right, in our sole discretion, to withhold approval of relocation.

1.3 Your Territory. You shall operate the AMRAMP® Business only within the territory described in Exhibit A (“Territory”). Except as otherwise provided in this Agreement, during the term of this Agreement, we shall not establish or operate, nor license any other person to establish or operate an AMRAMP® business under the System and the Proprietary Marks at any location within your Territory. We retain the rights, among others, on any terms and conditions we deem advisable, and without granting you any rights therein:

1.3.1 To establish and operate, and license others to establish and operate, an AMRAMP® business under the System and the Proprietary Marks at any location outside your Territory, notwithstanding the proximity to your Territory or the Approved Location; or

1.3.2 To sell or distribute, or license others to sell or distribute, directly or indirectly, any products and services other than the custom modular ramps that you will sell through the AMRAMP® System, through any distribution channels (including, without limitation, the Internet), at any location whether within or outside your Territory under any proprietary marks (including the Proprietary Marks).

1.4 Alternate Channels of Distribution. You shall offer and sell products only from the AMRAMP® Business and only in accordance with the requirements of this Agreement and the procedures set forth in the Operations Manual, as defined in Section 3.5 below. You shall only offer or sell products to retail customers for their use and consumption and not for resale.

1.5 Supplementing the System. You acknowledge that we may, in our sole discretion, (a) supplement, improve, change, and otherwise modify the System from time to time, and (b) supplement, improve, change, remove and otherwise modify the Ramps and Additional Approved Products from time to time. You agree to comply with all of our requirements in that regard,

including, without limitation, offering and selling new or different products, services, or merchandise as specified by us.

2. TERM AND RENEWAL

2.1 Term. This Agreement shall be in effect upon our acceptance and execution and, except as otherwise provided herein, the term of this Agreement shall be ten (10) years from the date first above written, unless this Agreement is sooner terminated pursuant to its terms.

2.2 Renewal. Upon the expiration of the term of this Agreement, you may, subject to the following conditions, renew this Agreement for one (1) additional consecutive term of ten (10) years. We may require, in our sole discretion, that any or all of the following conditions be met prior to such renewal:

2.2.1 You shall give us written notice of your election to renew no fewer than eight (8) months nor more than twelve (12) months prior to the end of the then-current term;

2.2.2 You shall make or provide for, in a manner satisfactory to us, such renovation and modernization of the premises of the AMRAMP® Business as we may reasonably require, including, without limitation, purchase of additional or replacement equipment and renovation of signs to reflect the then-current standards and image of the System;

2.2.3 You shall not be in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between you or any of your affiliates and us or our subsidiaries or affiliates; and, in our reasonable judgment, you shall have substantially complied with all the terms and conditions of such agreements during the terms thereof;

2.2.4 You shall have satisfied all monetary obligations due and owed by you to us and our subsidiaries and affiliates, and to the AMRAMP® Brand Fund (defined in Section 12 below), and shall have timely met those obligations throughout the term of this Agreement;

2.2.5 If you operate your AMRAMP® Business in any location other than your personal residence, you shall present evidence satisfactory to us that you have the right to remain in possession of the Premises for the duration of the renewal term or shall obtain our approval, which may be withheld in our sole discretion, of a new location for the AMRAMP® Business for the duration of the renewal term;

2.2.6 You shall, at our option, execute our then-current form of franchise agreement (but only for such renewal terms as are provided by this Agreement) and other ancillary agreements, which shall supersede this Agreement in all respects, and the terms of which may differ materially from the terms of this Agreement, including, without limitation, increasing your required royalty fees, advertising contributions, and other fees, as determined by us, except that you shall not be required to pay an initial franchise fee and your Territory shall remain the same;

2.2.7 You shall execute a general release, in a form prescribed by us, of any and all claims, known or unknown, that you might have against us or our subsidiaries or affiliates, or their respective officers, directors, agents, or employees;

2.2.8 You shall comply with our then-current qualification and training requirements;

2.2.9 You shall pay us a renewal fee (“Renewal Fee”) in an amount equal to Ten Thousand Dollars (\$10,000); and

2.2.10 You shall be current with respect to your obligations to lessor, suppliers, and any others with whom you do business.

3. OUR DUTIES

3.1 Specifications. We may furnish you, at no charge to you, specifications for an AMRAMP® Business, including requirements for image, equipment, signs and other procedures. You acknowledge that such specifications shall not contain the requirements of any federal, state or local law, code or regulation (including without limitation those concerning the Americans with Disabilities Act or similar rules governing public accommodations or commercial facilities for persons with disabilities).

3.2 Training. We shall provide the training as set forth in Section 6 hereof.

3.3 On-Site Assistance. During the initial twelve (12) months of the term of this Agreement, our representative shall, at times we determine in our discretion, visit with you one (1) time in your Territory to provide you with guidance in developing and operating the AMRAMP® Business. Such visits may occur up to one (1) time per year thereafter as we determine in our sole discretion. The first such visit shall last a minimum of four (4) hours, and all visits thereafter shall last a minimum of two (2) hours each.

3.4 Advertising and Promotional Materials. We may make available to you advertising and promotional materials at your expense as provided in Section 12 hereof.

3.5 Manuals. We shall either provide you, on loan, one copy of our confidential operations manuals (the “Operations Manual”), or provide you with electronic access to the Operations Manual, as more fully described in Section 9 hereof.

3.6 Inspections. We shall conduct, as we deem advisable in our sole discretion, inspections of the Premises and your operation of the AMRAMP® Business at any time during your regular business hours and with or without notice to you.

3.7 Equipment. We shall provide to you a list of initial ramp equipment and related products and accessories for the AMRAMP® Business for purchase from our affiliate or a supplier we designate.

3.8 Ongoing Advice. During the term of this Agreement, we will advise you from time to time regarding operating issues concerning the AMRAMP® Business disclosed by reports you submit to us or on-site inspections we make. Such guidance will, in our sole discretion, be furnished in our Operations Manual (described in Section 9), in email announcements or other written materials, during telephone consultations and/or consultations at our offices, or through the Internet. In addition, we will furnish guidance to you from time to time, as we deem

appropriate in our sole discretion, on the following matters concerning the System: standards, specifications and operating procedures and methods to be utilized; purchasing required and recommended goods, equipment, materials, supplies and services; advertising and marketing programs; employee training; and administrative bookkeeping and accounting procedures. At your request, or in our discretion if you are failing to meet Operational Standards, we will furnish additional guidance and assistance relating to the operation of the business and, in such a case, we may, in our discretion, charge the per diem fees and charges we establish from time to time in the Operations Manual or otherwise in writing.

3.9 AMRAMP® Brand Fund. We shall have the right, without the obligation, to establish and administer a brand promotion fund in the manner set forth in Section 12 hereof.

3.10 Performance by Designee. You acknowledge and agree that any duty or obligation imposed on us by this Agreement may be performed by any designee, employee, or agent of us, as we may direct.

3.11 Fulfilling Our Obligations. In fulfilling our obligations pursuant to this Agreement, and in conducting any activities or exercising any rights pursuant to this Agreement, we (and our subsidiaries and affiliates) shall have the right: (a) to take into account, as we see fit, the effect on, and the interests of, other franchised businesses and systems in which we have an interest and on our own activities and the activities of our subsidiaries and affiliates; (b) to share market and product research, and other proprietary and non-proprietary business information, with other franchised businesses and systems in which we have an interest or our subsidiaries or affiliates have an interest, or with our subsidiaries or affiliates; (c) to introduce proprietary and non-proprietary items or operational equipment used by the System into other franchised systems in which we have an interest; and/or (d) to allocate resources and new developments between and among systems, and/or our subsidiaries or affiliates, as we see fit.

4. FEES

4.1 Initial Franchise Fee. You shall pay to us, on execution of this Agreement, a non-refundable initial franchise fee of \$ _____

_____ Dollars (\$ _____) (the “Initial Franchise Fee”). The entire Initial Franchise Fee is fully earned and non-refundable in consideration of administrative and other expenses incurred by us in granting this franchise and for our lost or deferred opportunity to enter into this Agreement with others; provided, however, that, if you (or your managing shareholder, partner or member) fail to complete the Initial Training Program, described in Section 6.1 below, to our satisfaction, we will refund the Initial Franchise Fee to you, less our reasonable administrative, supervisory, accounting, training and legal costs.

4.2 Royalty Fee. You shall pay to us a continuing royalty fee, in the percentages described in the table below. In order to assist you in establishing your Franchised Business, we permit you to gradually phase in the amount of the royalty fee payable to us based on the length of time an AMRAMP® business has been operated in the Territory. We identify in the Operations Manual from time to time the specific products and services for which: the maximum percentage royalty fees are four percent (4%), six percent (6%), nine percent (9%) or twelve percent (12%).

We refer to such products and services as the “4% Products,” “6% Products,” “9% Products,” and “12% Products,” respectively. The table below specifies the royalty you must pay us for each type of product each month during the first twelve-month period commencing on the date that the first franchise agreement covering the Territory was executed, and during each subsequent twelve-month period thereafter. For example, if you are starting the Franchised Business in a new Territory, your initial royalty under this Agreement will be “RATE 1.” In contrast, if you are renewing a prior agreement for the Territory, or signing this Agreement in connection with your acquisition of a territory which has had an AMRAMP® business for three (3) years or more, your initial royalty under this Agreement will be “RATE 4.”

	TWELVE-MONTH PERIOD	GROSS REVENUE FROM 4% PRODUCTS	GROSS REVENUE FROM 6% PRODUCTS	GROSS REVENUE FROM 9% PRODUCTS	GROSS REVENUE FROM 12% PRODUCTS
RATE 1	First 12-month period following the execution date of the first franchise agreement for the Territory or any portion thereof.	3% of Gross Revenue	3% of Gross Revenue	3% of Gross Revenue	3% of Gross Revenue
RATE 2	Second 12-month period following the execution date of the first franchise agreement for the Territory or any portion thereof.	4% of Gross Revenue	6% of Gross Revenue	6% of Gross Revenue	6% of Gross Revenue
RATE 3	Third 12-month period following the execution date of the first franchise agreement for the Territory or any portion thereof.	4% of Gross Revenue	6% of Gross Revenue	9% of Gross Revenue	9% of Gross Revenue
RATE 4	Fourth 12-month period following the execution date of the first franchise agreement for the Territory or any portion thereof; and any period thereafter.	4% of Gross Revenue	6% of Gross Revenue	9% of Gross Revenue	12% of Gross Revenue

“Gross Revenue” means all revenues generated from the sale or lease or provision of 4% Products, 6% Products, 9% Products, and/or 12% Products, and any other revenue you derive from operating your AMRAMP® Business or from or with respect to the AMRAMP® Business, whether such sales are evidenced by cash, check, credit, charge, account, barter or exchange. Gross Revenue shall include, without limitation, monies or credit received from the sale of products or services, and from tangible property of every kind and nature, promotional or otherwise. Gross Revenue shall not include good faith refunds, adjustments, credits and allowances actually made by your

AMRAMP® Business in compliance with the Operations Manual (described in Section 9). Gross Revenue shall also exclude any sales taxes or other taxes collected from customers by you and paid directly to the appropriate taxing authority, or any amounts paid to employees as approved compensation for meals.

4.3 Brand Promotion Expenditures and Contributions. You shall make monthly expenditures and contributions for advertising and brand promotion as specified in Section 12 hereof.

4.4 Payments. All payments to us required by Sections 4.2 and 12 hereof shall be paid on or before the 5th day of the calendar month based on the Gross Revenue from the preceding month. We reserve the right to require that all such payments be made by electronic fund transfer or direct deposit. Any payment or electronic payment not actually received by us on or before the 5th calendar day of the month shall be deemed overdue. If any payment is overdue by thirty (30) days or more, you shall pay us immediately upon demand, in addition to the overdue amount, interest on such amount from the date it was due until received by us, at the rate of eighteen percent (18%) per annum, or the maximum rate permitted by applicable law, whichever is less. In addition, if any monthly report required by Section 11 below is not received when due, all payments owed by you for such month shall be deemed overdue until such reports are received by us, regardless of whether payment was actually made, and you shall be responsible for applicable interest as described in this Paragraph 4.4. Entitlement to such interest shall be in addition to any other remedies we may have. You shall not be entitled to set off any payments required to be made under this Section 4 against any monetary claim you may have against us. However, you acknowledge and agree that we have the right to set off any amounts that we may be required to pay to you under this Franchise Agreement against amounts that you or your owners owe to us.

4.5 Bank Account. You shall deposit all revenues from operation of the AMRAMP® Business into one bank account within two (2) days of receipt, including cash, checks, credit card receipts or the value of other forms of payment. We have the right to require, in the Operations Manual or otherwise in writing, that you make royalty payments and other payments required under this Agreement directly to a bank or such other financial institution account specified by us, at the times and with the frequency designated by us, by electronic funds transfer, direct deposit, or such other means as we may specify from time to time, notwithstanding any other provisions of this Agreement, and you agree to comply with such requirement. To facilitate this method of payment, you shall furnish us, our bank, or other financial institution, and any other recipient of payment, with such information and authorizations as may be necessary to permit such payment in such manner. You shall bear all expenses, if any, associated with such authorizations and payments. You agree to execute any and all documents as may be necessary to effectuate and maintain the electronic funds transfer, as we require. In the event you change banks or accounts for the bank account required by this Section 4.5, you shall, prior to such change, provide such information and documentation as required in this Section 4.5. Your failure to provide such information concerning the bank account required by this Section 4.5 or any new account, or your withdrawal of authorization as required hereunder for whatever reason shall be a breach of this Agreement.

5. **OPENING OF FRANCHISED BUSINESS**

5.1 **Business Development.** You shall develop, maintain, renovate or construct, and equip, the AMRAMP® Business at your own expense. You shall comply with any and all specifications that we provide for an AMRAMP® Business, including requirements for image, equipment, signs and other procedures.

5.2 **Licensing.** You shall be responsible, at your own expense, for obtaining all zoning classifications, permits, certifications, and clearances required for the lawful construction and operation of the AMRAMP® Business, including, but not limited to, certificates of occupancy and business licenses, which may be required by federal, state or local laws, ordinances, or regulations, or which may be necessary or advisable owing to any restrictive covenants relating to the Premises or required by the lessor.

5.3 **Commencement Criteria.** You agree not to commence operation of the AMRAMP® Business until:

5.3.1 You have completed the Initial Training Program to our satisfaction;

5.3.2 All amounts then due to us or our affiliates have been paid;

5.3.3 We have been furnished with copies of all insurance policies required by this Agreement, or such other evidence of insurance coverage and payment of premiums as we request; and

5.3.4 We have been furnished with such evidence as we reasonably request that you possess such necessary equipment as we require for you to operate the AMRAMP® Business pursuant to our Operations Manual.

5.4 **Opening Deadline.** You shall commence operation of the AMRAMP® Business not later than ninety (90) days after the date of execution of this Agreement and within ten (10) days after you have completed Initial Training Program to our satisfaction. The parties agree that time is of the essence in the opening of the AMRAMP® Business and that your failure to open the AMRAMP® Business within the time periods described in this Section 5.4 shall be considered a material breach and default under this Agreement and will entitle us to terminate this Agreement pursuant to Section 15 hereof.

5.5 **ADA Certification.** If the AMRAMP® Business is not located at your personal residence, prior to opening the AMRAMP® Business, you shall execute and deliver to us an ADA Certification in the form attached to this Agreement as Exhibit B, to certify to us that the AMRAMP® Business and any proposed renovations comply with the ADA.

6. TRAINING

6.1 Initial Training Program. Before the AMRAMP® Business commences operations, the following individuals shall attend and successfully complete to our satisfaction the initial training program (“Initial Training Program”): (a) you (or, if you are a corporation, partnership or limited liability company, your managing shareholder, partner or member); and (b) one additional employee you elect to enroll in the Initial Training Program. We shall have the right to approve those persons who attend the Initial Training Program and to require fewer or additional persons to attend the Initial Training Program as we determine in our sole discretion. In the event you (or your managing shareholder, partner or member) or your employee fail, in our sole discretion, to successfully complete the Initial Training Program, to our satisfaction, we have the right to terminate this Agreement pursuant to Section 15 hereof.

6.1.1 The Initial Training Program consists of five (5) working days of training for you (or your managing shareholder, partner or member) and your employees to be furnished at our training facility or at an operating AMRAMP® business that we designate.

6.1.2 No other additional or refresher courses are required for you to commence operation of the AMRAMP® Business.

6.2 Subsequent Employees. At our option, any persons subsequently employed by you after your AMRAMP® Business commences operations shall, prior to the assumption of duties, also attend and complete to our satisfaction the Initial Training Program and pay the then-current training fee designated in the Operations Manual or otherwise in writing from time to time by us. However, we currently waive 50% of the then-current training fee, and reimburse up to 50% your documented costs of in-person training (including, in our sole discretion, reasonable costs for travel, lodging, food, etc.) for up to two subsequent employees per rolling twelve (12) calendar month period. Such reimbursement is provided as a royalty credit against future royalty fees that would otherwise be due from you under Section 4.2 above, and is capped with a maximum benefit of \$5,000 during the term of this Agreement. This program may be modified or eliminated in our sole discretion at any time.

6.3 Additional Programs. You (or your managing shareholder, partner or member) and your employees who attend the Initial Training Program or who are designated from time to time shall attend such additional courses, seminars and other training programs as we may reasonably require from time to time. We reserve the right to require you (or your managing shareholder, partner or member) and your employees to attend an annual national or regional meeting, seminar or convention for AMRAMP® franchisees for training or business purposes.

6.4 Training Fee and Expenses. All training programs required by this Agreement shall be at such times and places as may be designated by us. We shall furnish the Initial Training Program to you (or your managing shareholder, partner or member) and one (1) additional employee at no additional fee or other charge. You shall be responsible for any and all expenses incurred by you or your employees in connection with attending the Initial Training Program and all other such programs, including, without limitation, the costs of transportation, lodging, meals, and wages.

7. **YOUR DUTIES**

7.1 **Operating Standards.** You understand and acknowledge that every detail of the System and the Franchised Business is important to you, us, and other AMRAMP® businesses in order to develop and maintain high operating standards, to increase the demand for the products and services sold by all franchised businesses operating under the System, to protect and enhance our reputation and goodwill, to promote and protect the value of the Proprietary Marks, and other reasons.

7.2 **Adherence to Standards and Specifications.** To insure that the highest degree of quality and service is maintained, you shall operate the AMRAMP® Business in strict conformity with such methods, standards, and specifications as we may from time to time prescribe in the Operations Manual or otherwise in writing. You agree:

7.2.1 To maintain in sufficient supply, as we may prescribe in the Operations Manual or otherwise in writing, and to use at all times, only such types, models and brands of products, equipment (including, but not limited to, a van for use in the Franchised Business (“Van”), in the model and bearing the signage we require, the tools, and the computer hardware and software), materials and supplies from a supplier or suppliers designated or approved by us that conform to our written standards and specifications, and to refrain from deviating therefrom by the use of nonconforming items, without our prior written consent; we may designate ourselves or an affiliate to be an approved supplier, or the only approved supplier, of any products, equipment, and other supplies;

7.2.2 To sell or offer for sale only the Ramps, Additional Approved Products, and such other products, equipment and services as have been expressly approved for sale in writing by us; to refrain from any deviation from our standards and specifications without our prior written consent; and to discontinue selling and offering for sale any Ramps, Additional Approved Products, and other products, merchandise, equipment, and services which we may, in our discretion, disapprove in writing at any time;

7.2.3 To refrain from marketing, offering, or selling Ramps or Additional Approved Products independently of the other products sold or leased by the AMRAMP® Business;

7.2.4 To purchase all equipment, materials, products, supplies and services from suppliers as we approve and designate in the Operations Manual or otherwise in writing from time to time;

7.2.5 To refrain from selling or renting any equipment or products at any type of location prohibited by AMRAMP® in the Operations Manuals or otherwise in writing from time to time;

7.2.6 To refrain from selling or advertising any equipment, other products, merchandise, or services hereunder on the Internet without our prior, written approval;

7.2.7 To use, in the operation of the AMRAMP® Business, such standards, specifications, and procedures as prescribed by us, which may relate to any one or more of the following with respect to the AMRAMP® Business:

7.2.7.1 Replacement of obsolete or worn out equipment;

7.2.7.2 Terms and conditions of the sale and delivery of, and terms and methods of payment for goods, services, including direct labor, materials and supplies that you obtain from us, our affiliates or others;

7.2.7.3 Sales, marketing, advertising and promotional programs and materials and media used in such programs;

7.2.7.4 Staffing levels for the AMRAMP® Business; matters relating to managing the AMRAMP® Business; communication to us of the identities of the AMRAMP® Business' personnel; and qualifications, training, dress and appearance of employees;

7.2.7.5 Days and hours of operation of the AMRAMP® Business;

7.2.7.6 Participation in market research and testing of goods and services;

7.2.7.7 Acceptance of credit cards, other payment systems and check verification services;

7.2.7.8 Participation in any intranet or extranet computer network we establish and maintain for AMRAMP® franchisees (and to execute such agreement(s) and pay such fees as we reasonably require in connection therewith); bookkeeping, accounting, data processing and record keeping systems and forms; methods, formats, content and frequency of reports to us of sales, revenue, financial performance and condition; and furnishing tax returns and other operating and financial information to us;

7.2.7.9 Prohibitions on the sale or rental of any products or services hereunder outside of your Territory only with our prior written consent and not sell or rent any products or services hereunder in the territory of another AMRAMP® franchisee. You must coordinate with us for referring sales or customers located outside the Territory to us or other AMRAMP® franchisees;

7.2.7.10 Types, amounts, terms and conditions of insurance coverage required to be carried for the AMRAMP® Business and standards for underwriters of policies providing required insurance coverage; our protection and rights under such policies as an additional named insured; required or impermissible insurance contract provisions; assignment of policy rights to us; periodic verification of insurance coverage that must be furnished to us; our right to obtain insurance coverage for the AMRAMP® Business at your expense if you fail to obtain required coverage; our right to defend claims; and similar matters relating to insured and uninsured claims;

7.2.7.11 Adhering to good business practices and observing high standards of honesty, integrity, fair dealing and ethical business conduct in all dealings with customers, suppliers and us; and

7.2.7.12 Regulation of such other aspects of the operation and maintenance of the AMRAMP® Business that we determine from time to time to be useful to preserve or enhance the efficient operation, image or goodwill of the Marks and AMRAMP® businesses.

7.3 Minimum Revenue and Operational Standards. You shall attain or exceed Twenty Thousand Dollars (\$20,000) in monthly Gross Revenue at least once during each twelve (12) calendar month period of this Agreement (the “Minimum Revenue Requirement”). In addition, you must meet our current operational standards (“Operational Standards”) as set forth in the Operations Manual which reflect a best effort commitment to the active management and operation of the AMRAMP® Business. Currently the Operational Standards include minimum requirements for call answering (50% of call-center leads), CRM utilization (5 logins per week, and usage with 80% of customers), annual revenue expectations (\$100,000 annual Gross Revenue per million of serviced population), minimum pay-per-click marketing investments, in-service presentations (2 per quarter), and online customer reviews (2 per month). We reserve the right, in our business judgment, to modify the Minimum Revenue Requirement and Operational Standards you are required to attain on a periodic basis. We shall provide reasonable notice of any such change. If you fail to meet an Operational Standard at any time during the term of this Agreement, we shall review the performance of the AMRAMP® Business, and may at our option, in lieu of issuing a default, recommend that you take certain corrective actions, such as participating in certain training or retraining at your expense, modifying advertising and marketing strategies, servicing customer leads throughout your covered territory, expanding product offerings to customers, or meeting quarterly sales improvements targets that we determine (the “Performance Improvement Plan”). If you elect not to comply with an applicable Performance Improvement Plan, or your failure to meet Operational Standards persists, the failure to meet Operational Standards shall constitute an act of default.

7.4 Fixtures, Furnishings, and Office Equipment. You shall purchase and install, at your expense, all fixtures, furnishings, office equipment (including, without limitation, a facsimile machine, telephone(s), computer, printer, and cash register or point-of-sale recording system), décor, and signs as we may reasonably direct from time to time. If you operate your business from any location other than your personal residence, you shall refrain from installing or permitting to be installed on or about the Premises, without our prior written consent, any fixtures, furnishings, equipment, décor, signs or other items not previously approved by us.

7.5 Sources of Products. You must purchase or lease all equipment that we approve and require for the Franchised Business, including, but not limited to, the computer hardware and software, tools, and the AMRAMP® Van (in the model and bearing the signage we require), all as described in the Operations Manual.

7.5.1 You must purchase all AMRAMP® products from our affiliate (at then current prices and subject to the then current terms and conditions) or from other designated supplier(s) we specify.

7.5.2 All equipment and products sold or offered for sale at the AMRAMP® Business shall meet our then-current standards and specifications, as established in the Operations Manual or otherwise in writing. Except as otherwise provided in Section 7.5.1, you shall purchase all equipment and products used or offered for sale at the AMRAMP® Business for which we have established standards or specifications solely from approved suppliers (including distributors and other sources) which demonstrate, to our continuing reasonable satisfaction, the ability to meet our standards and specifications, and who have been approved by us in the Operations Manual or otherwise in writing. If you desire to purchase products from a party other than an approved supplier, you shall submit to us a written request to approve the proposed supplier, together with such evidence of conformity with our specifications as we may reasonably require. We shall have the right to require that our representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered for evaluation and testing either to us or to an independent testing facility that we designate. You shall pay a charge not to exceed the reasonable cost of the evaluation and testing. We shall use our best efforts, within ninety (90) days after our receipt of such completed request and completion of such evaluation and testing (if required by us), to notify you in writing of our approval or disapproval of the proposed supplier. You shall not sell or offer for sale any products of the proposed supplier until you receive our written approval of the proposed supplier. We may from time to time revoke our approval of particular products or suppliers when we determine, in our sole discretion, that such products or suppliers no longer meet our standards. Upon receipt of written notice of such revocation, you shall cease to sell any disapproved products and cease to purchase from any disapproved supplier. You agree that you shall use products purchased from approved suppliers solely for the purpose of operating the AMRAMP® Business and not for any other purpose, including, without limitation, resale. Nothing in the foregoing shall be construed to require us to make available to prospective suppliers the standards and specifications that we, in our sole discretion, deem confidential. Notwithstanding the above, we reserve the right, in our business judgment, to require you to purchase any or all approved products, equipment, merchandise, or services used in the AMRAMP® Business solely from us or our affiliate.

7.6 Financing. You agree, at your own expense, to secure all financing required to develop and operate the AMRAMP® Business.

7.7 Licensing and Permits. You agree, at your own expense, to research the requirements for and obtain all permits and licenses required to operate the AMRAMP® Business.

7.8 Inventory. At the time the AMRAMP® Business opens, you shall stock the initial inventory of equipment, materials, products, ramps, ramp accessories, and supplies as prescribed by us in the Operations Manual or otherwise in writing. Thereafter, you shall stock and maintain all types of equipment and approved products in quantities sufficient to meet reasonably anticipated customer demand. You agree to immediately notify us if an approved supplier substitutes an unapproved product in place of an approved product. We are not liable to you for any loss or damage, or deemed to be in breach of this Agreement, if we cannot deliver, or cause to be delivered, or if our affiliates or designated sources or approved suppliers cannot deliver, all of your orders for goods, merchandise, equipment, supplies, etc. where such things are out-of-stock or discontinued.

7.9 Inspections. You shall permit us and our agents to enter upon the Premises with prior notice during regular business hours, for the purpose of conducting inspections. In connection with such inspections, we shall have the right to speak with you, any of your employees or customers; take photographs; and conduct such other activities as we deem appropriate in our sole discretion. You shall cooperate with our representatives in such inspections by rendering such assistance as they may reasonably request, and, upon notice from us or our agents, and without limiting our other rights under this Agreement, shall take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. If deficiencies are detected during any inspection, and we subsequently conduct a re-inspection in our sole discretion, you shall be responsible for our costs and expenses of such re-inspection. Should you, for any reason, fail to correct any deficiencies within a reasonable time as determined by us, we shall have the right, but not the obligation, to correct any deficiencies which may be susceptible to correction by us and to charge you a reasonable fee for our expenses in so acting, payable to us upon demand. The foregoing shall be in addition to such other remedies we may have.

7.10 Advertising and Promotional Materials. You shall ensure that all graphics, signs, advertising and promotional materials, decorations and other items specified by us bear the Proprietary Marks in the form, color, location, and manner prescribed by us.

7.11 Maintenance of Premises and Van. You shall maintain the Premises (including any adjacent public areas and storage facility) and Van in a clean, orderly condition and in excellent repair; and, in connection therewith, you shall, at your own expense, make such additions, alterations, repairs and replacements thereto (but no others without our prior written consent) as may be required for that purpose, including, without limitation, such periodic repainting or replacement of obsolete signs, furnishings, equipment and décor as we may reasonably direct.

7.12 Refurbishment. We reserve the right to require you to refurbish, once every five (5) years, the Premises and/or Van and other equipment, at your expense, to conform to the building design, trade dress, color schemes and presentation of the Proprietary Marks in a manner consistent with the then-current image for new AMRAMP® businesses. Such refurbishment may include, without limitation, installation of new equipment, remodeling, redecoration and modifications to existing improvements.

7.13 Direct Supervision. During operating hours, the AMRAMP® Business shall be under the direct supervision of one of your principals, or another individual who has satisfactorily completed the Initial Training Program, which we reserve the right to approve in our sole discretion. At least one (1) individual who has completed our Initial Training Program shall be operating the AMRAMP® Business during all hours of operation specified by us in writing in the Operations Manual or otherwise in writing from time to time. You shall take such steps as are necessary to ensure that your employees preserve good customer relations; render competent, prompt, courteous and knowledgeable service; and meet such minimum standards, including, without limitation, such attire as we may reasonably require, as we may establish from time to time in the Operations Manual. You and your employees shall handle all customer complaints, refunds, returns and other adjustments in a manner that will not detract from our name and goodwill. Notwithstanding any other provision of this Agreement, you acknowledge and agree that you have the sole authority, and that it is your sole obligation under this Agreement, to make all personnel and employment decisions for the AMRAMP® Business, including without

limitation, decisions related to hiring, training, firing, discharging and disciplining employees, and to supervising your employees, setting their wages, hours of employment, record-keeping, and any benefits, and that we shall have no direct or indirect authority or control over any employment-related matters for your employees. You shall require each of your employees to acknowledge in writing that you (and not we) are the employer of such employee.

7.14 Changes to the System. You shall not implement any change, amendment or improvement to the System without our express prior written consent. You shall notify us in writing of any change, amendment or improvement in the System which you propose to make, and shall provide to us such information as we request regarding the proposed change, amendment or improvement. You acknowledge and agree that we shall have the right to incorporate the proposed change, amendment or improvement into the System and shall thereupon obtain all right, title and interest therein without compensation to you.

7.15 Compliance With Lease. You shall comply with all the terms of your lease or sublease, if any exists, and all other agreements affecting the operation of the AMRAMP® Business; shall promptly furnish us a copy of your lease, upon request; shall undertake best efforts to maintain a good and positive working relationship with your landlord and/or lessor; and shall refrain from any activity which may jeopardize your right to remain in possession of, or to renew the lease or sublease for, the Premises.

7.16 Health and Safety Standards. You shall meet and maintain the highest health and safety standards and ratings applicable to the operation of the AMRAMP® Business. You shall furnish to us immediately upon the receipt thereof, a copy of all health inspection reports and any violation or citation which indicates your failure to maintain federal, state, or local health or safety standards in the operation of the AMRAMP® Business. Your failure to cure such violations within twenty-four (24) hours shall constitute grounds for immediate termination pursuant to Section 15.3.5 herein. We shall also have the right, but not the obligation, to enter the Premises, without notice, at any time during regular business hours to cure any health or safety violation at the AMRAMP® Business and require you to reimburse us for all out-of-pocket costs and expenses incurred by us to affect such cure.

7.17 Restrictions on Prices. We reserve the right to require you to comply with reasonable restrictions on rental or sale prices for specific products, merchandise, or services offered and sold by you as required in the Operations Manual or through the AMRAMP® Business Brand Fund, or as otherwise reasonably directed by us in writing from time to time.

7.18 Storage Space. You shall lease sufficient storage space to store your purchased products during the term of this Agreement.

8. PROPRIETARY MARKS AND TECHNOLOGY

8.1 Our Representations. We represent with respect to the Proprietary Marks:

8.1.1 We are the owner of all right, title, and interest in and to the Proprietary Marks;

8.1.2 We have the right to use, and to license others to use, the Proprietary Marks; and

8.1.3 We have taken and will take all steps reasonably necessary to preserve and protect the ownership and validity of the Proprietary Marks.

8.2 Your Use of the Marks. With respect to your use of the Proprietary Marks, you agree that:

8.2.1 You shall use only the Proprietary Marks designated by us, and shall use them only in the manner that we authorize and permit;

8.2.2 You shall use the Proprietary Marks only for the operation of the AMRAMP® Business and only at the Approved Location and on the Van, or in advertising or promotional materials for the AMRAMP® Business used at or conducted from the Approved Location;

8.2.3 Unless otherwise authorized or required by us, you shall operate and advertise the AMRAMP® Business only under the name “AMRAMP®” and shall use all Proprietary Marks without prefix or suffix. You shall not use the Proprietary Marks as part of your corporate or other legal name or as part of an Internet domain name or Internet e-mail address;

8.2.4 During the term of this Agreement, and any renewal or extension hereof, you shall identify yourself as the owner of the AMRAMP® Business (in the manner required by us) in conjunction with any use of the Proprietary Marks, including, but not limited to, on invoices, order forms, receipts, business stationery, and contracts with all third parties or entities, as well as the display of such notices in such content and form and at such conspicuous locations as we may designate in writing;

8.2.5 Your right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof shall constitute an infringement of our rights and will entitle us to exercise all of our rights under this Agreement in addition to all rights available at law or in equity;

8.2.6 You shall not use the Proprietary Marks to incur any obligation or indebtedness on behalf of us;

8.2.7 You shall execute any documents deemed necessary by us to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability;

8.2.8 You shall promptly notify us of any suspected unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to our ownership of, our right to use and to license others to use, or your right to use, the Proprietary Marks. You acknowledge that we have the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement thereof. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. We shall defend you against any third party claim, suit, or demand arising out of your use of the Proprietary Marks. If we, in our sole discretion, determine

that you have used the Proprietary Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by us. If we, in our sole discretion, determine that you have not used the Proprietary Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by you. In the event of any litigation relating to your use of the Proprietary Marks, you shall execute any and all documents and do such acts as may, in our opinion, be necessary to carry out such defense or prosecution, including, but not limited to, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of your use of the Proprietary Marks in a manner inconsistent with the terms of this Agreement, we agree to reimburse you for your out-of-pocket costs in doing such acts; and

8.2.9 You shall not attempt to register or otherwise obtain any interest in any Internet domain name or URL containing any of the Proprietary Marks, or any portion thereof, or any other word, name, symbol or device which is likely to cause confusion with any of the Proprietary Marks.

8.3 Acknowledgments. You expressly understand and acknowledge that:

8.3.1 We are the owner of all right, title, and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them, and we have the right to use, and license others to use, the Proprietary Marks;

8.3.2 The Proprietary Marks are valid and serve to identify the System and those who are authorized to operate under the System;

8.3.3 During the term of this Agreement and after its expiration or termination, you shall not directly or indirectly contest the validity of our ownership of, or our right to use and to license others to use, the Proprietary Marks;

8.3.4 Your use of the Proprietary Marks does not give you any ownership interest or other interest in or to the Proprietary Marks;

8.3.5 Any and all goodwill arising from your use of the Proprietary Marks shall inure solely and exclusively to our benefit, and upon expiration or termination of this Agreement and the license granted herein, no monetary amount shall be assigned to you or any of your principals, affiliates, subsidiaries, successors, licensees or assigns as attributable to any goodwill associated with your use of the System or the Proprietary Marks;

8.3.6 Except as specified in Section 1.3 hereof, the license of the Proprietary Marks granted hereunder to you is nonexclusive, and we have and retain the rights, among others: (a) to use the Proprietary Marks ourselves in connection with selling products, merchandise, and services; (b) to grant other licenses for the Proprietary Marks; (c) to develop and establish other systems using the Proprietary Marks, similar proprietary marks, or any other proprietary marks; and (d) to grant licenses thereto without providing any rights therein to you; and

8.3.7 We reserve the right, in our sole discretion, to modify, add to, or discontinue use of the Proprietary Marks, or to substitute different proprietary marks, for use in identifying the System and the Businesses operating thereunder. You agree promptly to comply

with such changes, revisions and/or substitutions, and to bear all the costs of modifying your signs, advertising materials, interior graphics and any other items which bear the Proprietary Marks to conform therewith. Your use of any such modified or substituted proprietary marks shall be governed by the terms of this Agreement to the same extent as the Proprietary Marks.

8.4 Computer System and Required Software.

8.4.1 We shall have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware be used by you, including without limitation: (a) back office and point of sale systems, data, audio, and video, systems for use at the AMRAMP® Business; (b) printers and other peripheral hardware or devices; (c) archival back-up systems; (d) Internet access mode and speed; and (e) physical, electronic, and other security systems (collectively, the “Computer System”).

8.4.2 We shall have the right, but not the obligation, to develop or have developed for us, or to designate: (a) computer software programs that you must use in connection with the Computer System (the “Required Software”), which you shall install at your expense; (b) updates, supplements, modifications, or enhancements to the Required Software, which you shall install at your expense; (c) the tangible media upon which you record data; and (d) the database file structure of the Computer System; and (e) other future technology that you must use, which you shall install at your own cost.

8.4.3 At our request, you shall purchase or lease, and thereafter maintain, the Computer System and, if applicable, the Required Software. We shall have the right at any time to remotely retrieve and use such data and information from your Computer System or Required Software that we deem necessary or desirable. You expressly agree to strictly comply with our standards and specifications for all items associated with your Computer System and any Required Software in accordance with our standards and specifications. You agree, at your own expense, to keep your Computer System in good maintenance and repair and install such additions, changes, modifications, substitutions, and/or replacements to your Computer System or Required Software as we direct from time to time in writing. You agree that your compliance with this Section 8.1 shall be at your sole cost and expense.

8.4.4 You shall use your best efforts to protect customers against a cyber-event, identity theft, or theft of personal information. You must at all times be in compliance with (a) the Payment Card Industry Data Security Standards (“PCI DSS”) (as they may be modified from time to time or as successor standards are adopted), (b) the Fair and Accurate Credit Transactions Act (“FACTA”); (c) regional, national, and local laws and regulations relating to data and personal privacy, data security (including but not limited to the use, storage, transmission, and disposal of data regardless of media type), security breaches, and electronic payments, (d) the operating rules and regulations of all credit card, debit card and/or ACH processors and networks that are utilized in the AMRAMP® Business, and (e) our security policies and guidelines, all as may be amended from time to time. You shall notify us immediately, but no more than three (3) business days, after you become aware of or are notified about, any cyber-event, identity theft, or theft of personal information related to any customer or employee of the Franchised Business or that relates to the Franchised Business, and agree, upon our request, to immediately provide notice to all customers, employees, and any other individuals of such event in such form we may direct.

8.5 Mobile Applications. We may establish or use, and require you to use, one or more mobile applications (a “Mobile App”) in connection with the System. The term “Mobile App” shall include any application for use on smart phones, tablets, or other mobile devices, and may include a loyalty or reward program or other features. If we require you to use a Mobile App, then you shall comply with our requirements (as set forth in the Manuals or otherwise in writing) for connecting to, and utilizing, such technology in connection with your operation of the AMRAMP® Business.

8.6 Changes to Technology. You acknowledge and agree that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, you agree that we shall have the right to establish, in writing, reasonable new standards for the implementation of technology in the System; and you agree that you shall abide by those reasonable new standards established by us as if this Agreement were periodically revised by us for that purpose.

9. CONFIDENTIAL OPERATIONS MANUAL

9.1 Standards of Operation. In order to protect our reputation and goodwill and to maintain high standards of operation under the System, you shall operate the AMRAMP® Business in accordance with the standards, methods, policies, and procedures specified in the Operations Manual. Upon your completion of the Initial Training Program to our satisfaction, we will either lend you one (1) paper copy of our operations manual (“Operations Manual”) or provide you with electronic access to the Operations Manual (via Internet, extranet, or other electronic means) for your use during the term of this Agreement only. The Operations Manual may consist of multiple volumes of printed or PDF text, other electronically stored data, DVDs, videotapes, or video files.

9.2 Confidentiality. You shall treat the Operations Manual, any other manuals created for or approved for use in the operation of the AMRAMP® Business, and the information contained therein, as confidential, and shall use all reasonable efforts to maintain such information as secret and confidential pursuant to Section 10 below. You shall not copy, duplicate, record or otherwise reproduce the foregoing materials, in whole or in part, or otherwise make the same available to any unauthorized person.

9.3 Exclusive Property. The Operations Manual shall remain the sole property of us and shall be kept in a secure place on the Premises. If any paper copy of the Operations Manual provided by us is lost, destroyed or significantly damaged, you agree to obtain a replacement copy at our then-applicable charge.

9.4 Revisions to Manuals. We may from time to time revise the contents of the Operations Manual, and you expressly agree to comply with each new or changed standard. You shall ensure that the Operations Manual is kept current at all times. We have the right to maintain all or any portions of the Operations Manual in written or electronic form. If we maintain the Operations Manual in electronic form or on one or more websites, you agree (a) to install, maintain, and upgrade continually throughout the term of this Agreement and as required by us in the Operations Manual and in writing from time to time, at your sole expense, the highest-speed Internet connection available to provide access to such portions of the Operations Manual; (b) to make one copy of such portion of the Operations Manual and to maintain such copies and their

contents as secret and confidential; and (c) you and none of your principals or employees shall make any electronic copy of any portion of the Operations Manual. In the event of any dispute as to the contents of the Operations Manual, the terms of the master electronic copy (or, if unavailable, the paper copy) maintained by us at our home office shall be controlling.

10. CONFIDENTIAL INFORMATION

10.1 Confidential Information. You shall not, during the term of this Agreement or thereafter, communicate, divulge or use for the benefit of any other person, partnership, association, limited liability company or corporation any confidential information, knowledge or know-how concerning the methods of operation of the business franchised hereunder, including, without limitation, the Operations Manual, knowledge of specifications for and suppliers of certain goods, services, equipment, materials and supplies, product costs, accounting methods, including both paper and electronic spreadsheets, knowledge of the operating results and financial performance of other AMRAMP® businesses, your customer lists, customer accounts, and customer information, whether developed by us, you independently, or with our assistance, management tools, or advertising which may be communicated to you or of which you may be apprised by virtue of your operation under the terms of this Agreement (“Confidential Information”). You shall divulge such Confidential Information only to such of your employees as must have access to it in order to operate the Franchised Business. Any and all information, knowledge, know-how, techniques and other data which we designate as confidential shall be deemed confidential for purposes of this Agreement.

10.2 Confidentiality Agreements. You shall require your manager, assistant manager, other such personnel having access to any of our Confidential Information, and any sales representative or installer acting as an independent contractor to execute non-competition covenants and covenants that they will maintain the confidentiality of information they receive in connection with their employment by, affiliation or independent contractor relationship with you at the AMRAMP® Business. Such covenants shall be in the form attached hereto as Exhibit C.

10.3 Irreparable Injury. You acknowledge that any failure to comply with the requirements of this Section 10 will cause us irreparable injury, and you agree to pay all court costs and reasonable attorneys’ fees incurred by us in obtaining specific performance of, or an injunction against violation of, the requirements of this Section 10, or such other relief sought by us.

11. ACCOUNTING AND RECORDS

11.1 Weekly Gross Sales. You shall record all sales on a point-of-sale recordkeeping and control system designated by us, or on any other equipment specified by us in the Operations Manual or otherwise in writing. You shall maintain a monthly record of all Gross Sales on a spreadsheet provided by us, or by such other means designated by us at our sole discretion. You shall provide us with such monthly record no later than the fifth day of each calendar month in the form we prescribe, via telefax or electronically. We shall have the right to access any business information or data collected and generated on your point-of-sale system and we may require you to use an accountant approved by us in advance.

11.2 Other Reports. You shall, at your expense, submit to us in the form we prescribe, the following reports, financial statements, and other data:

11.2.1 Within five (5) days after their filing, copies of all signed sales tax returns and signed withholding tax returns for the AMRAMP® Business and, as soon as you have received them, copies of the canceled checks for the required sales taxes and withholding taxes;

11.2.2 Within fifteen (15) days after the end of each fiscal quarter, an unaudited profit and loss statement for the AMRAMP® Business for the immediately preceding fiscal quarter and a year-to-date balance sheet as of the end of such fiscal quarter;

11.2.3 Within sixty (60) days after the end of the AMRAMP® Business' fiscal year, reviewed annual profit and loss and source and use of funds statements and a reviewed balance sheet for the AMRAMP® Business as of the end of such fiscal year signed by you or your principal operating officer or operating partner;

11.2.4 Within ten (10) days after our request, exact, signed original copies of federal and state income tax returns of the AMRAMP® Business and other tax returns, including personal tax returns, and such other forms, records, books and other information that we may periodically require;

11.2.5 Within thirty (30) days after the end of each calendar month, a copy of the AMRAMP® Business' monthly operating account bank statement; and

11.2.6 Such other forms, reports, records, information, and data as we may reasonably designate from time to time or as may be described in the Operations Manual.

11.3 Recordkeeping. You shall prepare, and shall preserve for at least three (3) years from the dates of their preparation complete and accurate books, records and accounts in accordance with generally accepted accounting principles and in the form and manner prescribed by us in the Operations Manual or otherwise from time to time in writing, including but not limited to: (a) cash receipts journals; (b) cash disbursements and weekly payroll journals and schedules; (c) general ledgers; (d) monthly bank statements, daily deposit slips, and cancelled checks; (e) all personal and Business tax returns; (f) suppliers' invoices (paid and unpaid); (g) monthly fiscal period balance sheets and fiscal period profit and loss statements; and (h) such other records as we may from time to time require.

11.4 Inspection and Audit. We, along with our designated agents, shall have the right at any time during regular business hours to examine, copy, and/or personally review at our expense, your books, records, accounts, and tax returns. We shall have the right at all reasonable times to remove such books, records, accounts and tax returns for copying. We shall also have the right, at any time, to have an independent audit made of your books and records. If an inspection or audit should reveal that any income or sales have not been reported or have been understated by two percent (2%) or more in any report to us, then you shall immediately pay to us the amount underpaid upon demand, in addition to interest from the date such amount was due until paid, at the rate of eighteen percent (18%) per annum, or the maximum rate permitted by law, whichever is less, plus all of our costs and expenses in connection with the inspection or audit, including, without limitation, travel costs, lodging and wage expenses, and reasonable accounting and legal

fees and costs. The foregoing remedies shall be in addition to any other remedies we may have under this Agreement or otherwise at law or in equity.

12. ADVERTISING AND PROMOTION

Recognizing the value of advertising, marketing, and promotion, and the importance of the standardization of advertising, marketing, and promotion programs to the furtherance of the goodwill and public image of the System, the parties agree as follows:

12.1 Opening Advertising and Promotion. You shall conduct initial local marketing for the AMRAMP® Business within your first ninety (90) days of operation of the AMRAMP® Business. You shall expend a minimum of Five Thousand Five Hundred Dollars (\$5,500) for such purpose. Such initial local marketing will utilize the marketing and public relations programs and media and advertising materials we have furnished to you or approved. We may, in our sole discretion, specify the form, manner, and timing of such advertising and promotion. The initial local marketing expenditures are in addition to the expenditures required by Sections 12.2 and 12.3.

12.2 Local Marketing, Advertising, and Promotion. Except as otherwise provided herein, for each month that your AMRAMP® Business is open for business, you must spend on a minimum amount of money on local marketing, advertising, and promotion in such manner as we may, in our sole discretion, direct in the Operations Manual or otherwise in writing from time to time. The minimum amount of money that you must spend each month under this Section 12.2 is calculated as follows: (a) during your first year of operation or if your annual Gross Revenue for all of our prior fiscal years was less than \$300,000, you must spend each month a minimum of \$1,200 or 6% of the Gross Revenue for the preceding month, whichever is greater; (b) if your annual Gross Revenue for any of our prior fiscal years was greater than or equal to \$300,000 and less than \$500,000, you must spend each month a minimum of 4% of the Gross Revenue for the preceding month; and (c) if your annual Gross Revenue for any of our prior fiscal years was equal to or greater than \$500,000, you must spend each month a minimum of 3% of the Gross Revenue for the preceding month. Upon our request, you shall provide satisfactory evidence of all local advertising and promotion expenditures in such manner as we shall direct in the Operations Manual or otherwise in writing from time to time. If we determine that you have not spent the requisite amounts, we may require you to pay such unexpended amounts into the Brand Fund.

12.3 AMRAMP® Brand Fund. During the term of this Agreement, you shall also contribute to a Brand Fund ("Brand Fund") for advertising, marketing and public relations programs and materials as we deem necessary and appropriate in our sole discretion. Amounts due under this Section 12.3 shall be payable in the same manner as the Royalty fee described in Section 4.4. You shall contribute to the Brand Fund as follows: (a) during your first year of operation or if your annual Gross Revenue for all of our prior fiscal years was less than \$300,000, you must contribute to the Brand Fund monthly 1% of Gross Revenue for the preceding month ; (b) if your annual Gross Revenue for any of our prior fiscal years was equal to or greater than \$300,000 and less than \$500,000, you must contribute to the Brand Fund monthly 2% of Gross Revenue for the preceding month; and (c) if your annual Gross Revenue for any of our prior fiscal years was equal to or greater than \$500,000, you must contribute to the Brand Fund monthly 3% of Gross Revenue for the preceding month; provided, however, if your annual Gross Revenue for

our current fiscal year exceeds \$1,000,000, then you must contribute to the Brand Fund monthly (i) 3% of Gross Revenue for the preceding month on the first \$1,000,000 of Gross Revenue in our current fiscal year and (ii) 2% of Gross Revenue for the preceding month on Gross Revenue that is over \$1,000,000 in our current fiscal year. Such contributions to the Brand Fund shall be in addition to the expenditures required by Sections 12.1 and 12.2 hereof. The Brand Fund shall be maintained and administered by us as follows:

12.3.1 We shall direct all advertising, marketing, and promotional programs, and have sole discretion over all aspects of such programs, including but not limited to concepts, materials, and media used in such programs, and the placement and allocation thereof. You agree and acknowledge that the Brand Fund is intended to maximize general public recognition, acceptance, and use of the System; and that we are not obligated, in administering the Brand Fund, to make expenditures for you which are equivalent or proportionate to your contribution, to make expenditures in your geographical area, or to ensure that you benefit directly or on a pro rata basis from expenditures or activities of the Brand Fund;

12.3.2 The Brand Fund, all contributions thereto, and any earnings thereon, shall be used exclusively to meet any and all costs of maintaining, administering, directing, conducting and preparing advertising, marketing, public relations, and/or promotional programs and materials, and any other activities which we believe will enhance the image of the System, including, but not limited to, the costs of preparing and conducting radio, television, print, and Internet-based advertising campaigns; developing, maintaining, and updating a World Wide Web site for the AMRAMP® brand and System on the Internet; direct mail advertising; marketing surveys; employing advertising and/or public relations agencies to assist therein; purchasing promotional items; purchasing point-of-purchase materials; and providing promotional and other marketing materials and services to the businesses operating under the System. The Brand Fund may also be used to provide rebates or reimbursements to franchisees for local expenditures on products, services, or improvements, approved by us in advance, which products, services, or improvements we shall have the right to determine will promote general public awareness of and favorable support for the System. The Brand Fund may furnish you with samples of advertising, marketing formats, promotional formats and other materials at no additional cost to you when we, in our sole discretion, deem appropriate. Multiple copies of such materials will be furnished to you at our direct cost of producing them plus any related shipping handling and storage charges;

12.3.3 You shall contribute to the Brand Fund, in accordance with this Section 12.3. The Brand Fund will not be used to defray any of our general operating expenses, except we retain the right to obtain reimbursement from the Brand Fund for (a) our out-of-pocket costs and expenses incurred in administering the Brand Fund, (b) up to ten percent (10%) of the monies contributed to the Brand Fund to reimburse us for administrative costs and overhead incurred by us in any activities related to the administration of the Brand Fund and its programs, and (c) a pro rata portion of the salaries of personnel who spend time on Brand Fund-related matters. The Brand Fund and any earnings thereon shall not otherwise inure to our benefit. We may spend, on behalf of the Brand Fund, in any fiscal year, an amount that is greater or less than the aggregate contribution of all AMRAMP® businesses to the Brand Fund in that year and the Brand Fund may borrow from us or others to cover deficits or invest any surplus for future use. All interest earned on monies contributed to the Brand Fund will be used to pay advertising costs before other assets of the Brand Fund are expended. We will prepare an annual statement of monies collected and

costs incurred by the Brand Fund and furnish the statement to you upon written request. We have the right to cause the Brand Fund to be incorporated or operated through a separate entity at such time as we deem appropriate and such successor entity will have all of the rights and duties specified herein. We shall maintain separate bookkeeping accounts for the Brand Fund.

12.3.4 You acknowledge that the Brand Fund is not a trust or one of our assets and that we are not a fiduciary to you with respect to, or a trustee of, the Brand Fund or the monies therein; and

12.3.5 The Brand Fund is intended to be of perpetual duration. However, we maintain the right to terminate the Brand Fund. The Brand Fund may not be terminated, however, until all monies in the Brand Fund have been expended for advertising and/or promotional purposes or returned to its contributors on the basis of their respective contributions during the preceding three (3) month period.

12.4 Advertising Cooperative. We reserve the right, in our discretion, to designate any geographical area for purposes of establishing a regional advertising and promotional cooperative (“Cooperative”), and to determine whether a Cooperative is applicable to the AMRAMP® businesses. If a Cooperative has been established in your area prior to opening the AMRAMP® Business, you shall become a member of the Cooperative no later than thirty (30) days after opening the AMRAMP® Business. If a Cooperative is established subsequent to your opening of the AMRAMP® Business, you shall become a member of the Cooperative no later than thirty (30) days after the date on which the Cooperative commences operation. If your AMRAMP® Business is within the territory of more than one Cooperative, you shall not be required to be a member of more than one Cooperative within that territory.

12.4.1 Each Cooperative shall be organized and governed in a form and manner, shall commence operation on a date, and shall operate pursuant to written governing documents, all of which must be approved in advance by us in writing;

12.4.2 Each Cooperative shall be organized for the exclusive purpose of administering regional advertising programs and developing, subject to our approval, standardized advertising materials for use by the members in local advertising;

12.4.3 No promotional or advertising plans or materials may be used by a Cooperative or furnished to its members without our prior approval. All such plans and materials shall be submitted to us in accordance with the procedures set forth in Section 12.9 hereof;

12.4.4 Each Cooperative shall have the right to require its members to make contributions to the Cooperative in such amounts as determined by the Cooperative; provided, however, that you shall not be required to contribute to any Cooperative in excess of one percent (1%) of Gross Revenue during any calendar year, unless two-thirds of the members of the Cooperative vote in favor of a greater contribution. Your payments made under this Section 12.4.4 shall be credited towards the monthly expenditure required to be made under Section 12.2 hereof and shall be in addition to the requirements of Section 12.1 and 12.3 hereof;

12.4.5 Each member franchisee shall submit to the Cooperative, no later than the first Friday of each month, for the preceding fiscal month, its contribution as provided in

Section 12.4.4 hereof, together with such other statements or reports as may be required by us or by the Cooperative with our prior approval. All contributions to the Cooperative shall be forwarded by the Cooperative to us, and we shall expend such monies as directed by the duly elected representative of the Cooperative;

12.4.6 We, in our sole discretion, may grant to any franchisee an exemption for any length of time from the requirement of membership in a Cooperative, upon written request of such franchisee stating the reasons supporting such exemption. Our decision concerning such request for exemption shall be final; and

12.4.7 We shall have the power to require the Cooperative to be formed, changed, dissolved, or merged.

12.5 Websites and Online Presence. You shall not use the Proprietary Marks or any abbreviation or other name associated with us and/or the System as part of any e-mail address, domain name, and/or other identification of you in any electronic medium, except as set forth in the Operations Manual. Unless otherwise approved in advance in writing by us or set forth in the Manual, you shall not establish a separate domain name or URL in connection with the AMRAMP® Business, maintain a presence on the Internet, or advertise online. However, we have the right to establish one or more webpages to promote your AMRAMP® Business on the website(s) that we create or webpages that we control. We may require you to provide text, images, video, or other content for our use on such website(s).

12.6 Social Media and Other Designated Platforms. Notwithstanding the provisions of Section 12.5 above, we may elect, in our sole discretion, to permit or require you to establish accounts or “pages,” or otherwise create and maintain a presence, on any social media, business networking, or new technology website or platform, such as Facebook, Instagram, TikTok, Twitter, LinkedIn, virtual worlds, file, audio and video sharing sites, blogs, forums, or other similar present or future online, mobile, or internet-based site or platform that we designate (each “Designated Platform”). We may provide suggested content to facilitate such activity. If we permit or require your use of one or more Designated Platforms, then each of the following provisions shall apply:

12.6.1 Any presence or page on a Designated Platform owned, established, or maintained by or for your benefit, or using the Proprietary Marks, shall be deemed “advertising” under this Agreement and will be subject to, among other things, compliance with our then-current social media policies as set forth in the Operations Manual or otherwise in writing, and our prior review and approval process;

12.6.2 Any postings or contributions to a Designated Platform shall comply with our then-current specifications for such Designated Platform. We may furnish you with material for your use on a Designated Platform, which you shall adapt and utilize as we direct, but we shall be and at all times remain the sole owner of the copyrights for all such material and any content you create on such Designate Platform.

12.6.3 You shall not make any posting or other contribution to a Designated Platform relating to us, the System, the Proprietary Marks, or the AMRAMP® Business that (a) is

derogatory, disparaging, or critical of us or the System, (b) is offensive, inflammatory, or indecent, (c) harms the goodwill and public image of the System and/or the Proprietary Marks, or (d) violates our policies relating to the use of Designated Platforms.

12.6.4 If required by us, your postings or contributions to Designated Platforms must include hyperlinks to www.amramp.com any other websites as we may request in writing; and

12.6.5 You must provide us at all times with current administrator-level access credentials, usernames, passwords, tokens, and all other information and items required for complete access to, and control over, any accounts, pages, or presence on any Designated Platform (collectively, the “Access Credentials”). In the event that you fail to comply with the requirements of this Section 12.6 with respect to your activities, you acknowledge and agree that we and our representatives may use the Access Credentials, access the foregoing resources and correct them to comply with the requirements of this Section 12.6, without being guilty of trespass, conversion, infringement, or any similar tort. You will pay us, on demand, all costs incurred by us in taking such corrective action, plus interest from the date the costs were paid by us until reimbursement is received from you. In addition, at our request, you must execute any documents we reasonably deem necessary to reflect the rights described in this Section 12.6.

12.7. Advertising Materials. All advertising and promotion by you shall be in such media and of such type and format as we may approve, shall be conducted in a dignified manner, shall comply with federal and local laws and regulations, including but not limited to the Lanham Act, 15 U.S.C. § 1125 et seq., the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq. (the “TCPA”), the CAN-SPAM Act, the Telemarketing Sales Rules, and conform to such standards and requirements as we may specify. You shall not use any advertising or promotional plans or materials unless and until you have received written approval from us as described in Section 12.9. You acknowledge and agree that all advertising that you use must designate only our toll free telephone number for contacting you. You agree you will be solely responsible for complying with any laws pertaining to communications by telephone, including federal and state anti-solicitation laws regulating phone calls, text messages, spamming, and faxing.

12.8 Telephone Directories. If you elect to list and advertise the AMRAMP® Business in the principal regular (white pages) and classified (yellow pages) telephone directories covering the area in which the AMRAMP® Business is located, the costs of your telephone directory advertising will not be credited toward the advertising and promotion obligation described in Sections 12.1, 12.2 and 12.3, unless such ad is a pre-approved display or column ad.

12.9 Approval of Advertising Materials. You shall submit to us samples of all advertising and promotional plans and materials for any print, broadcast, cable, electronic, computer or other media (including, without limitation, the Internet) that you desire to use and that have not been prepared or previously approved by us within the preceding three (3) months (as provided in Section 21 hereof), for our prior approval. You shall not use such plans or materials until they have been approved in writing by us. If written notice of disapproval is not received by you from us within thirty (30) days of the date of receipt by us of such samples or materials, we shall be deemed to have approved them.

12.10 Advisory Council. We reserve the right, in our sole discretion, to require you to become a member of and participate actively in the Advisory Council (“Advisory Council”) in your area. You shall participate actively in the Advisory Council as we designate and participate in all Advisory Council meetings approved by us. We reserve the right to amend the governing documents for the Council from time to time, in our sole discretion, at any time. We, in our sole discretion, will determine the topic areas to be considered by the Advisory Council. The purposes of the Advisory Council shall include, but are not limited to, exchanging ideas and problem-solving methods, advising us on expenditures for system-wide advertising, and coordinating franchisee efforts. Amounts and expenditures may vary from time to time due to variations in Advisory Council participation and costs, as determined by the Advisory Council, and as approved by us. We shall have the right to change, or dissolve the Advisory Council at any time in our sole discretion.

13. INSURANCE

13.1 Minimum Insurance Requirements. You shall procure, prior to the commencement of any activities or operations under this Agreement, and shall maintain in full force and effect at all times during the term of this Agreement (and for such period thereafter as is necessary to provide the coverages required hereunder for events having occurred during the term of this Agreement), at your expense, an insurance policy or policies protecting you, us, and the parties’ respective officers, directors, partners, agents and employees against any demand or claim with respect to personal injury, death or property damage, business interruption, or any loss, liability or expense whatsoever arising or occurring upon or in connection with the AMRAMP® Business including, but not limited to, commercial general liability insurance (including products/completed operations), property insurance (including, but not limited to, fire, vandalism, and malicious mischief insurance for the replacement value of the AMRAMP® Business and its contents), casualty insurance, business interruption insurance, statutory workers’ compensation and employer’s liability insurance, automobile insurance coverage for all vehicles used in connection with the operation of the AMRAMP® Business, and an umbrella policy. Such policy or policies shall be written by a responsible carrier or carriers acceptable to us. The commercial general liability policy shall name us and our subsidiaries and affiliates as additional insureds, specifically including additional insured rights within the completed operations coverage grant. All other policies shall provide us with thirty (30) days’ notice of cancellation. All policies shall provide at least the types and minimum amounts of coverage specified in the Operations Manual. We shall have the right, from time to time, to make such changes in minimum policy limits and endorsements in the Operations Manual or otherwise in writing as it may determine in its reasonable discretion.

13.2 Non-waiver. Your obligation to obtain and maintain the policy or policies in the amounts specified in the Operations Manual shall not be limited in any way by reason of any insurance that may be maintained by us, nor shall your performance of that obligation relieve you of liability under the indemnity provisions set forth in Section 20.3 of this Agreement.

13.3 Franchisor Entitled to Recover. All public liability and property damage policies shall contain a provision that we, although named as an insured, shall nevertheless be entitled to recover under such policies on any loss occasioned to us or our servants, agents or employees by reason of the negligence of you or your servants, agents or employees.

13.4 Certificates of Insurance. Prior to the commencement of any operations under this Agreement, and thereafter at least thirty (30) days prior to the expiration of any policy, you shall deliver to us Certificates of Insurance evidencing the proper types and minimum amounts of coverage. All Certificates shall expressly provide that no less than thirty (30) days' prior written notice shall be given to us in the event of material alteration to or cancellation of the coverages evidenced by such Certificates.

13.5 Our Right to Procure Insurance. Should you, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time to time by us in the Operations Manual or otherwise in writing, we shall have the right and authority (but not the obligation) to procure and maintain such insurance in your name and to charge the same to you, which charges, together with our reasonable expenses in so acting, shall be payable by you immediately upon notice. The foregoing remedies shall be in addition to any other remedies we may have under this Agreement or at law or in equity.

14. TRANSFER OF INTEREST

14.1 Our Right to Transfer. We shall have the right to transfer or assign this Agreement and all or any part of its rights or obligations herein to any person or legal entity, and any of our designated assignee(s) shall become solely responsible for all of our obligations under this Agreement from the date of assignment. You shall execute such documents of attornment or other documents as we may request.

14.2 Your Conditional Right to Transfer. You understand and acknowledge that the rights and duties set forth in this Agreement are personal to you, and that we have granted this franchise in reliance on your (or, if you are a corporation, partnership, or limited liability company, your principals') business skill, financial capacity and personal character. Accordingly, neither you nor any immediate or remote successor to any part of your interest in this Agreement, nor any individual, partnership, limited liability company, corporation or other legal entity which directly or indirectly owns any interest in you or in the Franchised Business shall sell, assign, transfer, convey, pledge, encumber, merge or give away (collectively, "transfer") this Agreement, any direct or indirect interest in you, or in all or substantially all of the assets of the Franchised Business without our prior written consent. Any purported assignment or transfer not having our written consent required by this Section 14.2 shall be null and void and shall constitute a material breach of this Agreement, for which we may immediately terminate without opportunity to cure pursuant to Section 15.2.6 of this Agreement. The foregoing remedies shall be in addition to any other remedies we may have under this Agreement or at law or in equity.

14.3 Conditions of Transfer. You shall notify us in writing of any proposed transfer of this Agreement, any direct or indirect interest in you, or in all or substantially all of the assets of the Franchised Business, at least forty-five (45) days before such transfer is proposed to take place. We shall not unreasonably withhold our consent to any transfer. We may, in our sole discretion, require any or all of the following as conditions of its approval:

14.3.1 That all of your accrued monetary obligations and all other outstanding obligations to us and our affiliates have been satisfied;

14.3.2 That you are not in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between you and us or our affiliates;

14.3.3 That the consideration or payment of terms offered by a proposed Transferee are not excessive or unreasonable, based on the Gross Revenue or the gross revenue of other AMRAMP® businesses, in our reasonable business judgment;

14.3.4 That the transferor shall have executed a general release, in a form prescribed by us, of any and all claims against us and our affiliates, and their respective officers, directors, agents, shareholders, and employees;

14.3.5 That the transferor and transferee have executed a mutual general release, relieving all claims against each other, excluding only such claims relating to any provision or covenant of this Agreement which imposes obligations beyond the expiration of this Agreement;

14.3.6 That the transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as we may request) enter into a written assignment, in a form satisfactory to us, assuming and agreeing to discharge all of your obligations under this Agreement; and that the transferee guarantee the performance of all such obligations in writing in a form satisfactory to us;

14.3.7 That the transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as we may request) demonstrate to our satisfaction that it meets our educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to operate the Franchised Business; has adequate financial resources and capital to operate the Franchised Business; and has not operated a business in competition with us;

14.3.8 That the transferee execute, for a term ending on the expiration date of this Agreement and with such renewal term(s) as may be provided by this Agreement, our then-current form of franchise agreement and other ancillary agreements as we may require for the Franchised Business, which agreements shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement including, without limitation, a higher royalty fee, brand fund contribution and other fees, as determined by us, except that the transferee shall not be required to pay any initial franchise fee and your Territory shall remain the same;

14.3.9 That you remain liable for all of the obligations to us in connection with the Franchised Business which arose prior to the effective date of the transfer and execute any and all instruments reasonably requested by us to evidence such liability;

14.3.10 That the transferee (or, if the transferee is a corporation, partnership or limited liability company, a principal of the transferee acceptable to us), at the transferee's expense, have successfully completed any training programs then in effect upon such terms and conditions as we may reasonably require and pay us the then-current training fee;

14.3.11 That we approve the terms and conditions of the transfer agreement between you and transferee;

14.3.12 That transferee does not finance more than seventy-five percent (75%) of the total purchase price, and that transferee expressly, in writing, subordinates all third-party interests in the Franchised Business to the interests of us; and

14.3.13 That you pay to us a transfer fee of Ten Thousand Dollars (\$10,000); however, in the case of a transfer to a corporation or limited liability company formed by you for the convenience of ownership (as determined by us in our sole discretion), no such transfer fee shall be required.

14.4 No Security Interest. You shall not grant a security interest in the AMRAMP® Business or in any of the assets of the AMRAMP® Business without our express written consent. If we consent to such security interest, such consent shall be conditioned on, among other things, the secured party's agreement that in the event of any default by you under any documents related to the security interest, we shall have the right and option (but not the obligation) to be substituted as obligor to the secured party and to cure any of default by you, and, in the event we exercise such option, any acceleration of indebtedness due to your default shall be void. In the event we cure any such default by you, you shall reimburse us all amounts paid by us to cure the default, plus all costs and expenses incurred by us to cure such default, and you shall be deemed in default of this Agreement.

14.5 Our Right of First Refusal. If any party holding any direct or indirect interest in this Agreement, in you, or in all or substantially all of the assets of the Franchised Business desires to accept any bona fide offer from a third party to purchase such interest, you shall notify us as provided in Section 14.3 hereof, and shall provide such information and documentation relating to the offer as we may require. We shall have the right and option, exercisable within thirty (30) days after receipt of such written notification, to send written notice to the seller that we intend to purchase the seller's interest on the same terms and conditions offered by the third party. If we elect to purchase the seller's interest, closing on such purchase shall occur within thirty (30) days from the date of notice to the seller of our election to purchase. If we elect not to purchase the seller's interest, any material change thereafter in the terms of the offer from a third party shall constitute a new offer subject to the same rights of first refusal by us as in the case of the third party's initial offer. Our failure to exercise the option afforded by this Section 14.5 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 14, with respect to a proposed transfer. In the event the consideration, terms and/or conditions offered by a third party are such that we may not reasonably be required to furnish the same consideration, terms and/or conditions, then we may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within thirty (30) days on the reasonable equivalent in cash of the consideration, terms and/or conditions offered by the third party, an independent appraiser shall be designated by us at our expense, and the appraiser's determination shall be binding.

14.6 Death or Mental Incapacity. Upon the death, physical or mental incapacity of any person with an interest in this Agreement, in you, or in all or substantially all of the assets of the Franchised Business, the executor, administrator, or personal representative of such person shall

transfer such interest to a third party approved by us within six (6) months after such death or mental incapacity. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as any inter vivos transfer. In the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Section 14, the executor, administrator, or personal representative of the decedent shall transfer the decedent's interest to another party approved by us within a reasonable time, which disposition shall be subject to all the terms and conditions for transfers contained in this Agreement. If the interest is not disposed of within a reasonable time, we may terminate this Agreement, pursuant to Section 15.2.7 hereof.

14.7 Non-waiver. Our consent to a transfer of any interest in this Agreement, in you, or in all or substantially all of the assets of the Franchised Business shall not constitute a waiver of any claims we may have against the transferring party, nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.

15. DEFAULT AND TERMINATION

15.1 Automatic Termination. You shall be deemed to be in default under this Agreement, and all rights granted to you herein shall automatically terminate without notice to you or opportunity to cure, if: You become insolvent or make a general assignment for the benefit of creditors; a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; you are adjudicated bankrupt or insolvent; a bill in equity or other proceeding for the appointment of a receiver of you or other custodian for your business or assets is filed and consented to by you; a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; proceedings for a composition with creditors under any state or federal law should be instituted by or against you; a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); you are dissolved; execution is levied against your business or property; suit to foreclose any lien or mortgage against the Premises or equipment is instituted against you and not dismissed within thirty (30) days; or the real or personal property of the Franchised Business shall be sold after levy thereupon by any sheriff, marshal, or constable.

15.2 Notice Without Opportunity to Cure. In addition to the foregoing, 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 provision of notice to you (in the manner provided under Section 23 hereof):

15.2.1 If you fail to open and operate the AMRAMP® Business within the time limits provided in Section 5.4 hereof;

15.2.2 If you or the other individuals identified in Section 6.1 fail to complete the Initial Training Program to our satisfaction, or fail to attend additional training as described in Section 6.6 hereof;

15.2.3 If you at any time cease to operate or otherwise abandon the Franchised Business for five (5) or more consecutive business days, or lose the right to possession of the Premises, or otherwise forfeit the right to do or transact business in the jurisdiction where the Franchised Business is located; however, if, through no fault of your own, the Premises are damaged or destroyed by an event such that repairs or reconstruction cannot be completed within sixty (60) days thereafter, then you shall have thirty (30) days after such event in which to apply for our approval to relocate and/or reconstruct the Premises, which approval shall not be unreasonably withheld;

15.2.4 If you fail to attain or exceed the Minimum Revenue Requirement, as set forth in Section 7.3 above;

15.2.5 If you, or any of your principals, officers, or directors, are convicted of a felony, a crime involving moral turpitude, or any other crime or offense that we believe is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith or our interest therein; or if you or any of your principals, officers, or directors, commit any acts or engage in any behavior that we believe is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or our interest therein, including but not limited to conduct that is fraudulent, unfair, unethical, or deceptive;

15.2.6 If a threat or danger to public health or safety results from the construction, maintenance, or operation of the Franchised Business;

15.2.7 If any purported assignment or transfer of any direct or indirect interest in this Agreement, in you, or in all or substantially all of the assets of the Franchised Business is made to any third party without our prior written consent, or otherwise contrary to the terms of Section 14 hereof;

15.2.8 If an approved transfer is not effected within the time provided following death or mental incapacity, as required by Section 14.6 hereof;

15.2.9 If you fail to comply with the covenants in Section 17.2 hereof or fail to obtain execution of the covenants required under Section 10.2 hereof;

15.2.10 If, contrary to the terms of Sections 9 or 10 hereof, you disclose or divulge the contents of the Operations Manual or other confidential information provided to you by us;

15.2.11 If you intentionally under-report Gross Revenue;

15.2.12 If you knowingly maintain false books or records or submit any false reports or other documentation (including your application for this franchise) to us;

15.2.13 If you misuse or make any unauthorized or improper use of the Proprietary Marks or any other identifying characteristics of the System, or otherwise materially impair the goodwill associated therewith or our rights therein; or if you fail to utilize the Proprietary Marks solely in the manner and for the purposes directed by us;

15.2.14 If you refuse to permit us to inspect the Premises, or the books, records or accounts of you upon demand as provided for herein;

15.2.15 If you, after curing any default pursuant to Section 15.3 hereof, commit the same default again, whether or not cured after notice;

15.2.16 If you sell products or services not previously approved by us, or purchase any product from a supplier not previously approved by us;

15.2.17 If you (or any of your owners) have made any material misrepresentation to us or any other party or omission in connection with your purchase of the Franchised Business; or

15.2.18 If we cure any default by you pursuant to Section 14.4 hereof.

15.3 Notice With Opportunity to Cure. Except as otherwise provided in Sections 15.1 and 15.2 of this Agreement, upon any other default by you, we shall give you written notice of such default (in the manner set forth under Section 23 hereof) and an opportunity to cure such default within thirty (30) days (or such shorter period specified below) of your receipt of such notice. We shall have the right to terminate this Agreement immediately upon notice to you if you fail to cure any default to our satisfaction, and provide proof thereof, within the thirty (30) day period (or such shorter period specified below). If applicable law requires a longer cure period, such period shall apply to our notice. Defaults which are susceptible of cure hereunder include the following illustrative events:

15.3.1 If you fail to substantially comply with any of the requirements imposed by this Agreement, as it may from time to time reasonably be supplemented by the Operations Manual, including the Operational Standards and any applicable Performance Improvement Plan, or fail to carry out the terms of this Agreement in good faith;

15.3.2 If you fail, refuse or neglect promptly to pay any monies owing to us or our affiliates when due, or to submit the financial or other information required by us under this Agreement (You shall have seven (7) days from your receipt of written notice to cure such default);

15.3.3 If you fail to maintain or observe any of the standards or procedures prescribed by us in this Agreement, the Operations Manual, including the Operational Standards and any applicable Performance Improvement Plan, or otherwise in writing;

15.3.4 Except as provided in Section 15.2.7 hereof, if you fail, refuse or neglect to obtain our prior written approval or consent as required by this Agreement;

15.3.5 If, upon inspection by us or a government health inspector, your AMRAMP® Business is in violation of the health, safety, or sanitation standards prescribed by us in this Agreement, the Operations Manual, or otherwise in writing, or is in violation of any health or safety law, codes, or regulation (You shall have twenty-four (24) hours from your receipt of written notice to cure such default);

15.3.6 If you act, or fail to act, in any manner which is inconsistent with or contrary to your lease or sublease for the Premises, or in any way jeopardize your right to renewal of such lease or sublease (You shall have seven (7) days from your receipt of written notice to cure such default);

15.3.7 If you engage in any business or market any service or product under a name or mark which, in our opinion, is confusingly similar to the Proprietary Marks (You shall have seven (7) days from your receipt of written notice to cure such default); or

15.3.8 If you fail to comply with all applicable laws, rules and regulations related to the operation of the AMRAMP® Business (including, without limitation, the applicable provisions of the ADA regarding the construction, design and operation of the AMRAMP® Business).

15.4 Limitation of Services or Benefits in Lieu of Termination. If you receive a notice of default issued pursuant to Section 15.2, or receive a notice of default with an opportunity to cure issued pursuant to Section 15.2 or 15.3 and fail to cure such default within the time period permitted in such notice, we shall have the right, in our sole discretion, to temporarily or permanently limit, curtail, or remove certain services or benefits provided or required to be provided to you hereunder in lieu of exercising our right to terminate this Agreement pursuant to its terms, including, without limitation:

15.4.1 To reduce, modify, or terminate the territorial protection granted in Section 1 hereof.

15.4.2 To restrict your or any of your staff's attendance at any initial training, continuing training, meetings, workshops, or conventions;

15.4.3 To refuse or permit our affiliate to sell or furnish to you any supplies, products, or advertising and promotional materials, including, but not limited to, withholding shipment of additional ramps or other products used in the Franchised Business;

15.4.4 To refuse to provide you ongoing advice about the operation of the AMRAMP® Business;

15.4.5 To refuse any request by you to approve a new supplier; and

15.4.6 To refuse any request by you to approve the use of any advertising or promotional materials.

You agree to hold us harmless with respect to any action taken by us pursuant to this Section 15.4; and you further agree that we shall not be liable for any loss, expense, or damage incurred by you or the AMRAMP® Business because of any action we take pursuant to this Section 15.4. Nothing in this Section 15.4 constitutes a waiver of any of our rights or remedies under this Agreement or any other agreement between the parties; including, without limitation, the right to terminate this Agreement under Sections 15.1, 15.2, and 15.3 hereof. You acknowledge and agree that our exercise of our rights pursuant to this Section 15.4 shall not be deemed a constructive termination of this Agreement or of any other agreement between the parties, and shall not be deemed a breach

of any provision of this Agreement by us. Any services or benefits removed, curtailed, or limited pursuant to this Section 15.4 may be reinstated at any time by us in our sole discretion and you hereby agree to accept immediately any such reinstatement of services or benefits so removed, curtailed, or limited. You acknowledge and agree that, if we limit any services or benefits under this Section 15.4, you shall continue to pay timely all fees and payments required under this Agreement and any other agreement between you and us, including, without limitation, any fees associated with services or benefits limited by us. You shall have no right to a refund of any fees paid in advance for such services or benefits.

16. OBLIGATIONS UPON TERMINATION OR EXPIRATION

Upon termination or expiration of this Agreement for any reason, all rights granted hereunder to you shall forthwith terminate, and:

16.1 Cease Operations. You shall immediately cease to operate the Franchised Business, and shall not thereafter, directly or indirectly, represent to the public or hold yourself out as a present or former AMRAMP® franchisee. Immediately upon the expiration or termination hereof, you shall dispose of, and not sell, any AMRAMP® products, equipment or other items sold hereunder.

16.2 Cease Use of Confidential Information and Proprietary Marks. You shall immediately and permanently cease to use, in any manner whatsoever, any confidential methods, procedures and techniques associated with the System, and all Proprietary Marks and distinctive forms, slogans, signs, symbols, colors, and devices associated with the System. In particular, you shall cease to use, without limitation, all signs, advertising materials, displays, stationery, forms, products and any other articles that display the Proprietary Marks. You shall de-identify the premises of the Franchised Business and the Van so that there is no use or display of the Proprietary Marks after the effective date of termination or expiration.

16.3 Cancellation of Registrations. You shall take such action as may be necessary to cancel any assumed name registration or equivalent registration obtained by you which contains the mark “AMRAMP®”, or any other Proprietary Marks, and you shall furnish us with evidence satisfactory to us of compliance with this obligation within five (5) days after termination or expiration of this Agreement.

16.4 Assignment of Lease. You shall, at our option, assign to us any interest which you have in any lease or sublease for the Premises. In the event we do not elect to exercise our option to acquire the lease or sublease for the Premises, you shall make such modifications or alterations to the Premises (including, without limitation, the changing of, and the assigning to us of, the telephone number) immediately upon termination or expiration of this Agreement as may be necessary to distinguish the appearance of the Premises from that of the AMRAMP® Business under the System, and shall make such specific additional changes thereto as we may reasonably request for that purpose. In the event you fail or refuse to comply with the requirements of this Section 16.4, we shall have the right to enter upon the Premises, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required, at the expense of you, which expense you agree to pay upon demand.

16.5 Subsequent Use of Proprietary Marks Prohibited. You agree, in the event you continue to operate or subsequently begin to operate any other business, not to use any reproduction, counterfeit, copy or colorable imitation of the Proprietary Marks, either in connection with such other business or the promotion thereof, which, in our sole discretion, is likely to cause confusion, mistake or deception, or which, in our sole discretion, is likely to dilute our rights in and to the Proprietary Marks. You further agree not to utilize any designation of origin, description or representation (including but not limited to reference to AMRAMP®, the System or the Proprietary Marks) which, in our sole discretion, suggests or represents a present or former association or connection with us, the System or the Proprietary Marks.

16.6 Payment. You shall promptly pay all sums owing to us and our affiliates. In the event of termination due to your default, such sums shall include all damages, costs, and expenses, including reasonable attorneys' fees, incurred by us as a result of the default, which obligation shall give rise to and remain, until paid in full, a lien in our favor against any and all of the personal property, furnishings, equipment, signs, fixtures, and inventory owned by you and on the Premises operated hereunder at the time of default.

16.7 Liquidated Damages Upon Termination Due to Your Default. In the event this Agreement is terminated prior to the end of its term due to your default hereunder this Franchise Agreement and pursuant to Sections 15.2.1, 15.2.2, 15.2.3, 15.2.5, 15.2.6, 15.2.7, 15.2.9, 15.2.10, 15.2.11, 15.2.12, 15.2.13, 15.2.14, 15.2.15, 15.2.16, 15.2.17, 15.2.18, or 15.3 hereof (the "Intentional Defaults"), in addition to the amounts set forth in Section 16.6 above, you shall promptly pay to us a lump sum payment (as damages and not as a penalty) for breaching this Agreement in an amount equal to: (a) the average monthly royalty fee and Brand Fund fee payable by you under Sections 4.2 and 12.3 above over the twelve (12) month period immediately preceding the date of termination (or such shorter time period if the AMRAMP® Business has been open less than twelve (12) months); (b) multiplied by the lesser of (i) thirty-six (36) months or (ii) the number of months then remaining in the then-current term of this Agreement. You acknowledge that a precise calculation of the full extent of the damages we will incur in the event of termination of this Agreement as a result of your default is difficult to determine and that this lump sum payment is reasonable in light of the damages we will incur for your material default causing the premature termination of this Agreement. This lump sum payment shall be in lieu of any damages we may incur as a result of the Intentional Defaults, but it shall be in addition to all amounts provided above in Section 16.6 and any attorneys' and accountants' fees and other costs and expenses to which we are entitled under the terms of this Agreement, including but not limited to, Section 26.8 below. Your payment of this lump sum shall not affect our right to obtain appropriate injunctive relief and remedies to enforce this Section 16 and the covenants set forth in Sections 10 and 17, or our right to recover damages for your breach of sections other than the Intentional Defaults.

16.8 Return Manuals and Confidential Information. You shall immediately deliver to us the Operations Manual, paper and electronic spreadsheets and checklists and all other records, correspondence and instructions containing confidential information relating to the operation of the AMRAMP® Business, including, but not limited to, computer software, customer lists, and customer information, all of which are acknowledged to be our property, and shall retain no copy or record of any of the foregoing, with the exception of your copy of this Agreement, any

correspondence between the parties and any other documents which you reasonably need for compliance with any provision of law.

16.9 Websites. You shall cease use of any AMRAMP® business domain name, URL, or home page address, and shall not establish any Website using any similar or confusing domain name, URL, and/or home page address.

16.10 Our Option to Purchase Equipment. We shall have the option, to be exercised within thirty (30) days after termination, to purchase from you any or all of the equipment, signs, inventory, materials, supplies and fixtures related to the operation of the AMRAMP® Business at fair market value or at sixty percent (60%) of your original investment, whichever is less. If the parties cannot agree within such time on the price of any such items, an independent appraisal shall be conducted at our expense by an appraiser we select, and the appraiser's determination shall be binding. If we elect to exercise any option to purchase herein provided, it shall have the right to set off all amounts due from you, and the cost of the appraisal, if any, against any payment therefor.

16.11 Compliance With Covenants. You shall comply with the covenants contained in Sections 10.1 and 17.3 of this Agreement.

16.12 Assignment of Customer Contracts. You agree to assign all of your customer accounts and contracts to us or to our designee within fifteen (15) days after the effective date of termination or expiration of this Agreement. The assignment shall permit us to collect and retain customer payments past due, in addition to customer payments owed after the date of assignment.

17. COVENANTS

17.1 Best Efforts. You covenant that, during the term of this Agreement, except as otherwise approved in writing by us, you (or, if you are a corporation, partnership or limited liability company, one of your principals, general partners or members) shall devote full time, energy, and best efforts to the management and operation of the AMRAMP® Business.

17.2 In-Term Covenants. You specifically acknowledge that, pursuant to this Agreement, you will receive valuable, specialized training and confidential information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques used by us and the System. You covenant that during the term of this Agreement, except as otherwise approved in writing by us, you shall not, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or legal entity:

17.2.1 Divert or attempt to divert any present or prospective business or customer of any AMRAMP® business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System; or

17.2.2 Own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any retail business which: (a) is the same as, or substantially similar to, an AMRAMP® business; or (b) offers to sell or sells Ramps, Additional Approved Products, or other services, equipment, products or items which are the same as, or substantially similar to, any of the services, equipment, product or other items offered by an AMRAMP®

business. The prohibitions in this Section 17.2 shall not apply to interests in or activities performed in connection with the AMRAMP® Business.

17.3 Post-Term Covenants. You covenant that, except as otherwise approved in writing by us, you shall not, for a continuous, uninterrupted period of two (2) years commencing upon the date of (a) a transfer permitted under Section 14 of this Agreement, (b) expiration of this Agreement, (c) termination of this Agreement (regardless of the cause for termination), or (d) a final order of a duly authorized arbitrator, panel of arbitrators, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to enforcement of this Section 17.3, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person or legal entity, own, maintain, operate, engage in, be employed by, provide assistance to, or have any interest in (as owner or otherwise) any retail business that: (a)(i) is the same as, or substantially similar to, an AMRAMP® business; or (ii) offers to sell or sells Ramps, Additional Approved Products, or any other services, equipment, products or items which are the same as, or substantially similar to, any of the services, equipment, products or other items offered by an AMRAMP® business; and (b) is, or is intended to be, located at or within:

17.3.1 your Territory;

17.3.2 One hundred (100) miles of the Approved Location; or

17.3.3 Fifty (50) miles of any business operating under the System and the Proprietary Marks.

The prohibitions of Sections 17.2.2 and 17.3 shall not apply to your interests in or operation of an AMRAMP® Business under a written Franchise Agreement.

17.4 No Application to Equity Securities. Sections 17.2.3 and 17.3 shall not apply to ownership by you of a less than five percent (5%) beneficial interest in the outstanding equity securities of any corporation which has securities registered under the Securities Exchange Act of 1934.

17.5 Reduction of Scope of Covenants. You understand and acknowledge that we shall have the right, in our sole discretion, to reduce the scope of any covenant set forth in Sections 17.2 and 17.3, or any portion thereof, without your consent, effective immediately upon receipt by you of written notice thereof; and you agree that you shall comply forthwith with any covenant as so modified, which shall be fully enforceable.

17.6 Compliance With Anti-Terrorism Laws. You acknowledge that under applicable U.S. law, including, without limitation, Executive Order 13224, signed on September 23, 2001 (the "Executive Order"), we are prohibited from engaging in any transaction with any person engaged in, or with a person aiding any person engaged in, acts of terrorism, as defined in the Executive Order. Accordingly, you represent and warrant to us that as of the date of this Agreement, neither you nor any person holding any ownership interest in you, controlled by you, or under common control with you, are designated under the Executive Order as a person with whom business may not be transacted by us, and that you (a) do not, and hereafter shall not, engage in any terrorist activity; (b) are not affiliated with and does not support any individual or entity engaged in, contemplating, or supporting terrorist activity; and (c) are not acquiring the rights

granted under this Agreement with the intent to generate funds to channel to any individual or entity engaged in, contemplating, or supporting terrorist activity, or to otherwise support or further any terrorist activity.

17.7 No Defense. You expressly agree that the existence of any claims you may have against us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by us of the covenants in this Section 17. You agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by us in connection with the enforcement of this Section 17.

17.8 Independent Covenants. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 17 is held unreasonable or unenforceable by a court, arbitrator, or agency having valid jurisdiction in an unappealed final decision to which we are a party, you expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty on you permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 17.

17.9 Irreparable Injury. You acknowledge that your violation of any of the terms of this Section 17 would result in irreparable injury to us for which no adequate remedy at law may be available, and you accordingly consent to the issuance of an injunction prohibiting any conduct by you in violation of the terms of this Section 17.

17.10 Our Costs and Expenses. You shall pay us all damages, costs, and expenses, including reasonable attorneys' fees, incurred by us in obtaining injunctive or other relief for the enforcement of any provision of this Section 17.

18. CORPORATE, PARTNERSHIP OR LIMITED LIABILITY COMPANY FRANCHISEE

18.1 Franchisee Corporation. If you are a corporation, you shall comply with the following requirements:

18.1.1 You shall be newly organized and your charter shall at all times provide that its activities are confined exclusively to operating the Franchised Business;

18.1.2 Copies of your Articles of Incorporation, Bylaws and other governing documents, and any amendments thereto, including the resolution of the Board of Directors authorizing entry into this Agreement, shall be promptly furnished to us;

18.1.3 You shall maintain stop-transfer instructions against the transfer on your records of any equity securities; and shall issue no certificates for voting securities upon the face of which the following printed legend does not legibly and conspicuously appear:

The transfer of this stock is subject to the terms and conditions of a Franchise Agreement with AMRAMP, LLC dated _____. Reference is made to the provisions of the said Franchise Agreement and to the Articles and Bylaws of this Corporation.

Notwithstanding the above, the requirements of this Section 18.1.3 shall not apply to a “publicly-held corporation.” A “publicly-held corporation” for purposes of this Agreement shall mean a corporation registered pursuant to the Securities and Exchange Act of 1934; and

18.1.4 You shall maintain a current list of all owners of record and all beneficial owners of any class of voting securities or securities convertible into voting securities of you and shall furnish the list to us upon request.

18.2 Franchisee Partnership. If you or any of your successors or assignees are a partnership, you shall comply with the following requirements:

18.2.1 You shall be newly organized and shall furnish us with a copy of your partnership agreement as well as such other documents as we may reasonably request, and any amendments thereto;

18.2.2 The partnership agreement shall at all times note conspicuously that partnership rights are held subject to, and that further assignment or transfer thereof are subject to, all restrictions imposed upon assignments by the Franchise Agreement; and

18.2.2 You shall prepare and furnish to us, upon request, a list of all your general and limited partners.

18.3 Franchisee Limited Liability Company. If you or any of your successors or assignees are a limited liability company, you shall comply with the following requirements:

18.3.1 You must be newly organized and the articles of incorporation must at all times provide that your activities are confined exclusively to operating the Franchised Business;

18.3.2 You shall furnish us with a copy of the articles of organization and operating agreement as well as such other governing documents as we may reasonably request, and any amendments thereto;

18.3.3 The articles of organization or operating agreement shall at all times note conspicuously that membership rights are held subject to, and that further assignment or transfer thereof are subject to, all restrictions imposed upon assignments by the Franchise Agreement; and

18.3.4 You shall prepare and furnish to us, upon request, a list of your members or parties that hold any ownership interest in you.

18.4 Guaranty and Indemnification. If you are a corporation, partnership or limited liability corporation, or if any of your successors or assignees are a partnership or limited liability corporation, then all of the principals thereto shall execute a Guarantee, Indemnification, and Acknowledgment in the form attached hereto as Exhibit D.

18.5 Disclosure. If you are a corporation, partnership or limited liability corporation, you must complete the Disclosure of Franchisee Owners attached to this Franchise Agreement as Exhibit E. You shall notify us of any changes to any of your shareholders, partners or members (“Franchisee Owners”). You acknowledge that a change in the identity or ownership percentage

of any Franchisee Owner shall constitute a Transfer and is governed by Paragraph 14 of this Agreement.

19. TAXES, PERMITS, AND INDEBTEDNESS

19.1 Payment of Taxes. You shall promptly pay when due all taxes levied or assessed, including, without limitation, employer's portion of employment-related taxes (FICA, Medicare and unemployment taxes) and sales taxes, and all accounts and other indebtedness of every kind incurred by you in the operation of the Franchised Business. You shall pay us an amount equal to any state or local taxes, including, without limitation, sales, use, service, occupation, employment related, excise, gross receipts, income, property or other taxes, that may be imposed on us as a result of our receipt or accrual of the initial franchise fee, royalty fees, advertising fees, renewal fees, and all other fees that are referenced in this Agreement, whether assessed against you through withholding or other means or whether paid by us directly, unless the tax is credited against income tax otherwise payable by us. In such event, you shall pay to us (or to the appropriate governmental authority) such additional amounts as are necessary to provide us, after taking such taxes into account (including any additional taxes imposed on such additional amounts), with the same amounts that we would have received or accrued had such withholding or other payment, whether by you or by us, not been required.

19.2 Contesting Taxes. In the event of any bona fide dispute as to your liability for taxes assessed or other indebtedness, you may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law, but in no event shall you permit a tax sale or seizure by levy or execution or similar writ or warrant, or attachment by a creditor, to occur against the Premises, or any improvements thereon.

19.3 Permits and Licenses. You shall comply with all federal, state, and local laws, rules, and regulations, including without limitation, those regulations relating to brokers and salesperson, occupational hazards, health, workers' compensation and unemployment insurance, and the applicable provisions of the ADA regarding the construction, design, and operation of the Franchised Business. You shall also timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the Franchised Business, including, without limitation, licenses to do business, fictitious name registrations, occupancy licenses, sales tax permits, construction permits, health permits, building permits, handicap permits and fire clearances.

19.4 Notification of Adverse Action. You shall immediately notify us in writing of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation or financial condition of the Franchised Business.

20. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

20.1 Independent Contractor. The parties agree that this Agreement does not create a fiduciary relationship between them for any purpose, and acknowledge that you shall be an independent contractor, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, joint employer, partner, employee, or servant of the other for any purpose whatsoever. During the term of this Agreement, you shall hold

yourself out to the public as an independent contractor operating the Franchised Business pursuant to a franchise agreement with us. You agree to take such action as may be necessary to do so, including, without limitation, exhibiting a notice of that fact in a conspicuous place at the Premises, the content of which we reserve the right to specify or approve. You acknowledge and agree that our usual business is the offering and selling rights to operate AMRAMP® businesses using the Proprietary Marks and System, developing enhancements to the System, and providing assistance to AMRAMP® franchisees, and, accordingly, our usual business is different from your usual business of operating a retail AMRAMP® business. Notwithstanding any other provision of this Agreement, you and we acknowledge and agree that you are solely responsible for all personnel and employment decisions relating to the AMRAMP® Business.

20.2 No Authority to Contract. Nothing in this Agreement authorizes you to make any contract, agreement, warranty or representation on our behalf, or to incur any debt or other obligation in our name; and we shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall we be liable by reason of any act or omission by you in your operation of the business franchised hereunder or for any claim or judgment arising therefrom against you or us.

20.3 Indemnification. You shall indemnify and hold us and our affiliates, and their respective officers, directors and employees harmless against any and all claims, losses, costs, expenses, liabilities and damages arising directly or indirectly from, as a result of, or in connection with your operation of the Franchised Business, the business conducted under this Agreement, or your breach of this Agreement, including, but not limited to, those alleged to be caused by our negligence, unless (and then only to the extent that) the claims, obligations, and damages are determined to be caused solely by our gross negligence or willful misconduct according to a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction, as well as the costs, including reasonable attorneys' fees, of defending against them. In the event we incur any costs or expenses, including, without limitation, legal fees, travel expenses, and other charges, in connection with any proceeding involving you in which we are not a party, you shall reimburse us for all such costs and expenses promptly upon presentation of invoices. You acknowledge and agree that your indemnification and hold harmless obligations under this Section shall survive the termination or expiration of this Agreement. Nothing herein shall preclude us from choosing our own legal counsel to represent us in any lawsuit, arbitration, or other dispute resolution.

21. APPROVALS AND WAIVERS

21.1 Approval and Consent. Whenever this Agreement requires our prior approval or consent, you shall make a timely written request to us therefor, and such approval or consent must be obtained in writing.

21.2 No Warranties or Guarantees. We make no warranties or guarantees upon which you may rely, and assume no liability or obligation to you, by providing any waiver, approval, consent, or suggestion to you in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.

21.3 No Waiver. No failure by us to exercise any power reserved to us by this Agreement, or to insist upon strict compliance by you with any obligation or condition hereunder,

and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of our right to demand exact compliance with any of the terms hereof. Our waiver of any particular default by you shall not affect or impair our rights with respect to any subsequent default of the same, similar, or different nature; nor shall any delay, force, or omission by us to exercise any power or right arising out of any breach of default by you of any of the terms, provisions, or covenants hereof, affect or impair our right to exercise the same, nor shall such constitute a waiver by us of any right hereunder, or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term. Our subsequent acceptance of any payments due to us hereunder shall not be deemed to be a waiver by us of any preceding breach by you of any terms, covenants, or conditions of this Agreement.

22. GRANT OF SECURITY INTEREST

As security for the payment of all amounts from time to time owing by you to us under this Agreement and all other agreements between the parties, and performance of all obligations to be performed by you, you hereby grant to us a security interest in all of your assets, including, without limitation, all equipment, furniture, fixtures, and building and road signs, as well as all proceeds of the foregoing (the "Collateral"). You warrant and represent that the security interest granted hereby is prior to all other security interests held by financial institutions, if any. You agree not to remove the Collateral, or any portion thereof, from the Premises without our prior written consent. Upon the occurrence of any event entitling us to terminate this Agreement or any other agreement between the parties, we shall have all the rights and remedies of a secured party under the Uniform Commercial Code of the state in which the Franchised Business is located, including, without limitation, the right to take possession of the Collateral. You agree to execute and deliver to us financing statements or such other documents as we reasonably deem necessary to perfect our interest in the Collateral within ten (10) days of receipt by you of such documents from us. Any notices delivered or mailed in accordance with Section 23 hereof at least fifteen (15) days prior to disposition of the Collateral, or any portion thereof, and, in reference to a private sale, need state only that you intend to negotiate such a sale.

23. NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by registered mail, or sent by other means which affords the sender evidence of delivery or rejected delivery (including, without limitation, private delivery or courier service), which shall not include electronic communication, such as e-mail, to the respective parties at the following addresses, unless and until a different address has been designated by written notice to the other party:

Notices to Us:	AMRAMP, LLC
	358 North Street
	Randolph, MA 02368
	Attn: President

Notices to You:

Attn: _____
Fax: (____) _____

Any notice by a means which affords the sender evidence of delivery or rejected delivery shall be deemed to have been given and received at the date and time of receipt or rejected delivery.

24. ENTIRE AGREEMENT

This Agreement, the attachments hereto, and the documents referred to herein constitute the entire Agreement between the parties concerning the subject matter hereof, and supersede any prior agreements, no other representations having induced you to execute this Agreement. Except for those permitted to be made unilaterally by us hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Nothing in this Agreement or in any related agreement between you and us is intended to disclaim the representations in our Franchise Disclosure Document or any exhibits or attachments thereto.

25. SEVERABILITY AND CONSTRUCTION

25.1 Severability. If, for any reason, any section, part, term, provision, and/or covenant herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, provisions, and/or covenants of this Agreement as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid portions, sections, parts, terms, provisions, and/or covenants shall be deemed not to be a part of this Agreement.

25.2 Survival. Any provision or covenant in this Agreement which expressly or by its nature imposes obligations beyond the expiration, termination or assignment of this Agreement (regardless of cause for termination), shall survive such expiration, termination or assignment, including but not limited to Sections 10, 17, and 26.

25.3 No Rights or Remedies Conferred. Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than you, us, our officers, directors, shareholders, agents, and employees, and such of our successors and assigns as may be contemplated by Section 14 hereof, any rights or remedies under or by reason of this Agreement.

25.4 Promises and Covenants. You expressly agree to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court, arbitrator, or agency having valid jurisdiction may hold to be unreasonable and unenforceable in an unappealed final decision to which we are a party, or from reducing the scope

of any promise or covenant to the extent required to comply with such a court, arbitrator, or agency order.

25.5 Captions and Headings. All captions in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

26. APPLICABLE LAW AND DISPUTE RESOLUTION

26.1 Applicable Law. This Agreement shall be interpreted and construed exclusively under the laws of the Commonwealth of Massachusetts. In the event of any conflict of law, the laws of Massachusetts shall prevail, without regard to the application of Massachusetts conflict-of-law rules. If, however, any provision of this Agreement would not be enforceable under the laws of Massachusetts and if you are located outside of Massachusetts and such provision would be enforceable under the laws of the state in which you are located, then such provision shall be interpreted and construed under the laws of that state.

26.2 Mediation. Except as otherwise provided herein, if a dispute arises out of or relates to this Agreement, the breach hereof, the rights and obligations of the parties hereto, or the making, interpretation, or performance of either party under this Agreement, the parties agree first to try in good faith to settle the dispute by mediation administered by JAMS before resorting to arbitration, litigation, or some other dispute resolution procedure. Such mediation shall take place before a sole mediator at a location nearest to our principal business address or at such other location as determined by us in our sole discretion. The parties shall each bear all of their own costs of mediation; provided, however, the fees of the mediator shall be divided equally between the parties. The parties hereto agree that mediation shall not be required with respect to: (a) any claim or dispute involving any payment obligation of you that is more than forty five (45) days past due; (b) any claim or dispute involving actual or threatened disclosure or misuse of our confidential information; (c) any claim or dispute involving the ownership, validity, or use of the Proprietary Marks; (d) any claim or dispute involving the insurance or indemnification provisions of this Agreement; or (e) any action by us to enforce the covenants set forth in Section 17 of this Agreement.

26.3 Arbitration. Except as otherwise provided herein, any dispute, claim or controversy arising out of or relating to this Agreement, the breach hereof, the rights and obligations of the parties hereto, or the entry, making, interpretation, or performance of either party under this Agreement, which cannot be resolved by mediation under Section 26.2 or is not subject to mediation under the terms of this Agreement, shall be settled by arbitration administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures. Such arbitration shall take place before a sole arbitrator at the JAMS Resolution Center that is nearest to our principal business address or at such other location we determine in our sole discretion, and you agree not to file an objection to such locale. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall, in the award, allocate all of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party, against the party who did not prevail. To the extent permitted by applicable law, no issue of fact or law shall be given preclusive or collateral estoppel effect in any arbitration hereunder, except to the extent such issue may have been determined in another proceeding

between the parties. This agreement to arbitrate shall survive any termination or expiration of this Agreement. No arbitration, action, or proceeding under this Agreement shall add as a party, by consolidation, joinder, or in any other manner, any person or party other than you and us and any person in privity with, or claiming through, in the right of, or on behalf of, you or us, unless both parties consent in writing. We have the absolute right to refuse such consent.

26.4 Jurisdiction and Venue. Any action that is not otherwise subject to arbitration under Section 26.3 (including any challenge of an arbitral award granted hereunder), whether or not arising out of, or relating to, this Agreement, brought by you (or any principal thereof) against us shall be brought in Suffolk County, Massachusetts. We shall have the right to commence an action against you in any court of competent jurisdiction in Suffolk County, Massachusetts. You hereby waive all objections to personal jurisdiction or venue for purposes of this Section 26.4 and agree that nothing in this Section 26.4 shall be deemed to prevent us from removing an action from state court to federal court.

26.5 No Exclusivity. No right or remedy conferred upon or reserved to us or you by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

26.6 Injunctive Relief. Nothing herein contained (including, without limitation, Sections 26.2, 26.3, and 26.4 above) shall bar our right to obtain injunctive relief from any court of competent jurisdiction against threatened conduct that will cause us loss or damage, under the usual equity rules, including the applicable rules for obtaining specific performance, restraining orders, and preliminary injunctions.

26.7 Limitation of Claims. You agree that any and all claims by you against us arising out of, or relating to, this Agreement may not be commenced by you unless brought before the earlier of (a) the expiration of one (1) year after the act, transaction, or occurrence upon which such claim is based. You agree that any claim or action not brought within the period required under this Section 26.7 shall forever be barred as a claim, counterclaim, defense, or set off.

26.8 Our Costs and Expenses. Except as expressly provided by Sections 26.2 and 26.3 hereof, you shall pay all expenses, including attorneys' fees and costs, incurred by us, our affiliates, and our successors and assigns (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.

26.9 WAIVER OF RIGHT TO A JURY AND PUNITIVE DAMAGES. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY AGREE AS FOLLOWS:

26.9.1 THE PARTIES BOTH EXPRESSLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY OR AGAINST EITHER PARTY; AND

26.9.2 THE PARTIES BOTH EXPRESSLY WAIVE ANY CLAIM FOR PUNITIVE, MULTIPLE, AND/OR EXEMPLARY DAMAGES, EXCEPT THAT WE SHALL

BE FREE AT ANY TIME HEREUNDER TO BRING AN ACTION FOR WILLFUL TRADEMARK INFRINGEMENT AND, IF SUCCESSFUL, TO RECEIVE AN AWARD OF MULTIPLE DAMAGES AS PROVIDED BY LAW.

27. FORCE MAJEURE

27.1 Non-Performance or Delay. Neither party shall be responsible to the other for non-performance or delay in performance occasioned by causes beyond its control, including without limiting the generality of the foregoing: (a) acts of God; (b) acts of war, terrorism, or insurrection; (c) strikes, lockouts, labor actions, boycotts, floods, fires, hurricanes, tornadoes, pandemics, and/or other casualties; and/or (d) our inability and/or the inability of our affiliates or suppliers to manufacture, purchase, and/or cause delivery of any products used in the operation of the AMRAMP® Business.

27.2 Delay in Making Payments. The inability of either party to obtain and/or remit funds shall be considered within control of such party for the purpose of this Section. If any such delay occurs, any applicable time period shall be automatically extended for a period equal to the time lost; provided, however, that the party affected makes reasonable efforts to correct the reason for such delay and gives to the other party prompt notice of any such delay; and further provided, however, that you shall remain obligated to promptly pay all fees due and owing to us hereunder, without any such delay or extension.

28. ACKNOWLEDGMENTS

28.1 Independent Investigation. You acknowledge that you have conducted an independent investigation of the business franchised hereunder, and recognize that the business venture contemplated by this Agreement is speculative and involves business risks, and that its success depends to a material extent upon your ability (or, if you are a corporation, partnership or limited liability company, the ability of your principals) as an independent businessperson, as well as other factors. We expressly disclaim the making of, and you acknowledge that you have not received, any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement, and you represent and warrant that you have not entered into this Agreement in reliance upon any representation, oral or written, by us as to potential or expected sales or profits.

28.2 Site Approval. You hereby acknowledge and agree that our approval of the site for the AMRAMP® Business does not constitute an assurance, representation or warranty of any kind, express or implied, as to the suitability of the AMRAMP® Business' site, the AMRAMP® Business' profitability or success, or for any other purpose, or of its compliance with any applicable zoning or land-use regulations or ordinances and any federal, state and local laws, codes and regulations including, without limitation, the applicable provisions of the Americans with Disabilities Act (the "ADA") regarding the construction, design and operation of the AMRAMP® Business. You acknowledge and agree that you, and not us, have the duty and obligation to locate and, if necessary, lease a site for the AMRAMP® Business, that we make no representation, warranty, or guarantee that a suitable and acceptable site will be located, and that our approval of a site is not a guarantee or warranty that an acceptable lease can be negotiated or executed.

28.3 Acknowledgment of Receipt. You represent and agree that you received our Franchise Disclosure Document (with all its exhibits and this Agreement with all its exhibits) at least fourteen (14) calendar days before your signing of this Agreement or the payment of any monies to us under this Agreement or earlier upon your reasonable request. You represent and agree that you received a completed copy of this Agreement and all related agreements attached to the Franchise Disclosure Document with any changes to such agreements unilaterally and materially made by us at least seven (7) calendar days before executing this Agreement.

28.4 Acknowledgment of Understanding; Opportunity to Consult. You acknowledge that you have read and understood this Agreement, the attachments hereto, and agreements relating thereto, if any, and that we have accorded you ample time and opportunity to consult with an attorney or other advisor of your own choosing about the potential benefits and risks of entering into this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.

Witness/Attest

AMRAMP, LLC

By: _____

Name: _____

Title: _____

Witness/Attest

FRANCHISEE:

By: _____

Name: _____

Title: _____

Witness/Attest

FRANCHISEE:

By: _____

Name: _____

Title: _____

**EXHIBIT A TO
AMRAMP®
FRANCHISE AGREEMENT
TERRITORY AGREEMENT**

1. **APPROVED LOCATION.** You, as Franchisee, shall establish and operate your AMRAMP® Business at the location set forth below:

2. **TERRITORY.** Your Territory is the area described below and you shall operate the AMRAMP® Business only within the area set forth below, as described in this Agreement, and as described in the attached map:

We have not made, and do not make, any representation or forecast about your Approved Location or Territory or the success or profitability of your AMRAMP® Business.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Territory Agreement on the date first above written.

AMRAMP, LLC

Witness/Attest

By: _____

Name: _____

Title: _____

FRANCHISEE:

Witness/Attest

By: _____

Name: _____

Title: _____

FRANCHISEE:

Witness/Attest

By: _____

Name: _____

Title: _____

**EXHIBIT B TO
AMRAMP®
FRANCHISE AGREEMENT**

ADA CERTIFICATION

AMRAMP LLC (hereinafter referred to as “we, “us” or “our”) and _____ (hereinafter referred to as “you” or “your”) are parties to a franchise agreement dated _____, 20____ (the “Franchise Agreement”) for the operation of an AMRAMP® Business at _____. In accordance with Section 5.5 of the Franchise Agreement, you certify to us that, to the best of your knowledge and to the extent required by law, the AMRAMP® Business and its adjacent areas comply with all applicable federal, state and local accessibility laws, statutes, codes, rules, regulations and standards, including but not limited to the Americans with Disabilities Act. You acknowledge that we have relied on the information contained in this certification. Furthermore, you agree to indemnify us and our officers, directors, and employees in connection with any and all claims, losses, costs, expenses, liabilities, compliance costs, and damages incurred by the indemnified party(ies) as a result of any matters associated with your compliance with the Americans with Disabilities Act, as well as the costs, including attorneys’ fees, related to the same.

IN WITNESS WHEREOF, the undersigned has duly executed this ADA Certification on the date first above written.

FRANCHISEE:

Witness/Attest

By: _____

Name: _____

Title: _____

FRANCHISEE:

Witness/Attest

By: _____

Name: _____

Title: _____

**EXHIBIT C TO
AMRAMP®**

FRANCHISE AGREEMENT

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

***Directions.** Each Franchisee employee with access to Franchisor’s Confidential Information or independent contractor of Franchisee that is a sales representative or installer shall complete and sign one copy of this Confidentiality and Non-Competition Agreement, and the Franchisee shall return it to the Franchisor.*

Print your name		
Print your address	Street	
	City/Town	
	State	ZIP
Your phone number (with area code)	()	
Name of the Franchisee (the “Franchisee”) who is your employer or with whom you have an independent contractor agreement		
City and state in which the Franchisee is located	City	State
Identify the position you hold or will hold with the Franchisee		

In consideration of your position or independent contractor relationship with the above Franchisee, you, the undersigned, hereby acknowledge and agree that:

1. **Confidentiality Agreement.** The Franchisee operates a franchised AMRAMP® Business (the “Franchised Business”) under a franchise agreement with AMRAMP, LLC (the “Franchisor”). During the term of your employment or independent contractor relationship arrangement with the Franchisee and for all time thereafter, you agree not to communicate, divulge, or use for the benefit of any person or entity (such as a partnership, association, limited liability company, corporation, or other entity) any confidential information, knowledge, or know-how concerning the training you receive and the methods of operation of the Franchised Business that may be communicated to you by virtue of your employment, affiliation, or independent contractor relationship with the

Franchisee. Any and all information, knowledge, know-how, techniques, and other data that the Franchisor designates as confidential shall be deemed confidential for purposes of this Confidentiality and Non-competition Agreement (the “Agreement.”)

2. **Non-Competition Agreement.** You agree you will receive certain valuable information about the Franchisor’s system of operation (the “System”), and this information would not have been given to you, without your execution of this Agreement. You covenant that while you are employed by, or have an independent contractor relationship with, the Franchisee and for a continuous uninterrupted period of two (2) years beginning when your employment, affiliation or independent contractor relationship with the Franchisee ends, you shall not in any way (directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity): (a) divert or attempt to divert any present or prospective business or customer of any AMRAMP® business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Franchisor’s marks or its System; or (b) own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any retail business which: (a) is the same as, or substantially similar to, an AMRAMP® business; or (b) offer to sell or sell any services, equipment, product or other item which is the same as, or substantially similar to, any of the services, equipment, product or other items offered by an AMRAMP® business.

3. **Exceptions to the restrictions in Paragraph 2.** After the termination of your employment, affiliation, or independent contractor relationship with the Franchisee, the restrictions in Paragraph 2 apply only to such a business located within: (a) the Territory of the Franchisee’s AMRAMP® Business (which you acknowledge has been explained to you); (b) one hundred (100) miles of the Franchisee’s AMRAMP® Business; or (c) fifty (50) miles of any other AMRAMP® business. The Franchisor has the right, but not the obligation, at any time, to reduce the scope of any covenant in Paragraph 2 or any portion of any covenant in Paragraph 2, without your consent, effective immediately upon receipt by you of written notice; and you shall comply immediately with any covenant as so modified, which shall be fully enforceable without regard to any other provision of Paragraph 2.

4. **Third-party beneficiary.** The Franchisor is a third-party beneficiary of this Agreement and may enforce it, solely or jointly with the Franchisee at the Franchisor’s sole discretion. Any violation of this Agreement will cause the Franchisor and the Franchisee irreparable harm, and, therefore, the Franchisor or the Franchisee, or both, may apply for the issuance of an injunction preventing you from violating this Agreement, in addition to any other remedies it or they may have hereunder, at law or in equity.

I have read and understand this Confidentiality and Non-competition Agreement. I agree to be bound by this Confidentiality and Non-competition Agreement. I have a copy of this Confidentiality and Non-competition Agreement.

This Agreement shall be construed under the laws of the Commonwealth of Massachusetts. Except as provided in Paragraph 3 above, the only way this Agreement can be changed is in a writing signed by the Franchisor, the Franchisee and you.

ACKNOWLEDGED BY YOU

Name: _____

Date: _____

**EXHIBIT D TO
AMRAMP®
FRANCHISE AGREEMENT**

GUARANTEE, INDEMNIFICATION, AND ACKNOWLEDGMENT

As an inducement to AMRAMP, LLC (“Franchisor”) to execute the Franchise Agreement between Franchisor and _____ (“Franchisee”) dated _____, 20____ (the “Agreement”), the undersigned (the “Guarantors”), jointly and severally, hereby unconditionally guarantee to Franchisor and its successors and assigns that all of Franchisee’s obligations under the Agreement will be punctually paid and performed.

Upon demand by Franchisor, the Guarantors will immediately make each payment to Franchisor required of Franchisee under the Agreement. The Guarantors hereby waive any right to require Franchisor to: (a) proceed against Franchisee for any payment required under the Agreement; (b) proceed against or exhaust any security from Franchisee; or (c) pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee. Without affecting the obligations of the Guarantors under this Guarantee, Franchisor may, without notice to the Guarantors, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee. The Guarantors waive notice of amendment of the Agreement and notice of demand for payment by Franchisee, and agree to be bound by any and all such amendments and changes to the Agreement.

The Guarantors hereby agree to defend, indemnify, and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys’ fees, reasonable costs of investigation, court costs, and mediation fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Franchisee to perform any obligation of Franchisee under the Agreement, any amendment thereto, or any other agreement executed by Franchisee referred to therein.

The Guarantors hereby acknowledge and agree to be individually bound by all of the confidentiality provisions and non-competition covenants contained in Sections 10 and 17 of the Agreement.

This Guarantee shall terminate upon the termination or expiration of the Agreement or upon the transfer or assignment of the Agreement by Franchisee, except that all obligations and liabilities of the Guarantors which arose from events which occurred on or before the effective date of such termination, expiration, transfer, or assignment of the Agreement shall remain in full force and effect until satisfied or discharged by the Guarantors, and all covenants which by their terms continue in force after the termination, expiration, transfer, or assignment of the Agreement shall remain in force according to their terms. This Guarantee shall not terminate upon the transfer or assignment of the Agreement or this Guarantee by Franchisor. Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for defaults and obligations hereunder existing at the time of death; and the obligations of the other guarantors will continue in full force and effect.

Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Agreement, and shall be interpreted and construed in accordance with Section 26 of the Agreement. This Guarantee shall be interpreted and construed under the laws of the Commonwealth of Massachusetts. In the event of any conflict of law, the laws of Massachusetts shall prevail, without regard to, and without giving effect to, the application of the Massachusetts conflict of law rules.

The Guarantors agree that the dispute resolution and attorney fee provisions in Section 26 of the Agreement are hereby incorporated into this Guarantee by reference, and references to “You” and the “Franchise Agreement” therein shall be deemed to apply to “Guarantors” and this “Guarantee,” respectively, herein.

Any and all notices required or permitted under this Guarantee shall be in writing and shall be personally delivered, sent by registered mail, or sent by other means which affords the sender evidence of delivery or rejected delivery (including, without limitation, private delivery or courier service), which shall not include electronic communication, such as e-mail, to the respective parties at the following addresses, unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor: AMRAMP, LLC
 358 North Street
 Randolph, MA 02368
 Attn: President

Notices to Guarantors: _____

 Attn: _____
 Fax: (____) _____

Any notice by a method which affords the sender evidence of delivery or rejected delivery shall be deemed to have been given at the date and time of receipt or rejected delivery.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the Guarantors has signed this Guarantee as of the date of the Agreement.

GUARANTORS

Witness/Attest

By:_____

Name:_____

Witness/Attest

By:_____

Name:_____

Witness/Attest

By:_____

Name:_____

Witness/Attest

By:_____

Name:_____

**EXHIBIT E TO
AMRAMP®**

FRANCHISE AGREEMENT

DISCLOSURE OF FRANCHISEE OWNERS

**(To be completed only if Franchisee is a Corporation,
Partnership, or Limited Liability Company)**

Under Paragraph 18.5 of the Franchise Agreement:

1. **Franchisee Owners.** You acknowledge and agree that the following is a complete list of all of the shareholders, partners, or members of Franchisee and the percentage interest of each individual as of the Agreement Date set forth in the Franchise Agreement:

<u>Name</u>	<u>Position</u>	<u>Percent interest</u>

2. **Changes in Franchisee Owners.** You agree to notify in writing the Franchisor of any changes to the Franchisee Owners.

IN WITNESS WHEREOF, the Franchisee has executed this Exhibit E on the Agreement Date set forth in the Franchise Agreement.

Name of Franchisee <i>(Enter the same name that appears after Paragraph 1 of this Disclosure):</i>	
--	--

Print name	Signature	Title
------------	-----------	-------

Print name	Signature	Title
------------	-----------	-------

Print name	Signature	Title
------------	-----------	-------

Print name	Signature	Title
------------	-----------	-------

**EXHIBIT F TO
AMRAMP®
FRANCHISE AGREEMENT**

FRANCHISE DISCLOSURE QUESTIONNAIRE

As you know, AMRAMP, LLC (“we,” “us” or “Franchisor”) and you are preparing to enter into a Franchise Agreement for the operation of a 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. **This Questionnaire does not apply to franchisees who intend to operate the franchised business in the State of California or Washington franchisees.**

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

Yes____ No____

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

Yes____ No____

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

3. Did you receive a copy of the Franchise Agreement at least seven (7) days prior to signing it?

Yes____ No____

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

Yes____ No____

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

Yes____ No____

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

6. Did you receive a copy of the Disclosure Document at least fourteen (14) days prior to signing any agreement with us or paying us any money?

Yes____ No____

7. 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____

8. 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____

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

Yes____ No____

10. 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____

11. 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____
12. 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____
13. Has any employee or other person speaking on our behalf made any statement or promise regarding the costs you may incur in operating a Franchised Business that is contrary to, or different from, the information contained in the Disclosure Document?
- Yes____ No____
14. 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____
15. 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____
16. 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.
- _____
- _____
- _____
- _____
17. 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____

18. Do you understand that nothing in the Franchise Agreement or in our communications with one another is intended to make, or in fact makes, either you or us a general or limited partner, general or special agent, joint venturer, or employee of the other for any purpose, that the Franchise Agreement does not create a fiduciary relationship between you and us, and that we and you are and will be independent contractors during the term of the Franchise Agreement?

Yes____ No____

By signing this Questionnaire, you agree that you understand that your answers are important to us and that we will rely on them, and you are representing that you have responded truthfully to the above questions.

FRANCHISE APPLICANT

Print Name

Date: _____, 20____

EXHIBIT F

RENEWAL ADDENDUM TO THE FRANCHISE AGREEMENT

**AMRAMP® FRANCHISE AGREEMENT
RENEWAL ADDENDUM**

THIS RENEWAL ADDENDUM (“Addendum”) is made and entered into this ____ day of _____, 20__, by and between AMRAMP, LLC, (referred to in this Addendum as “AMRAMP®” or “our”) and _____ (referred to in this Addendum as “you”, “your” or “owner”) (together, both parties are referred to in this Addendum as “us” or “we”).

WITNESSETH:

WHEREAS, you currently operate an AMRAMP® Business located at _____ (the “Franchised Business”) pursuant to a prior franchise agreement entered into between us dated _____, 20__ (the “Prior Agreement”);

WHEREAS, we have entered into a certain AMRAMP® Franchise Agreement dated _____, 20__ (the “Franchise Agreement” or “Agreement”) for the purpose of renewing your rights granted under the Prior Agreement; and

WHEREAS, we desire to amend the terms of the Franchise Agreement as set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. **Recitals.** The fifth WHEREAS clause of the Franchise Agreement is hereby deleted in its entirety and replaced with the following language:

WHEREAS, you have operated an AMRAMP® Business under AMRAMP®’s System and Proprietary Marks under a franchise agreement, and wish to enter into a renewal franchise agreement with AMRAMP® to continue to operate such Franchised Business; and

2. **Approved Location.** Section 1.2 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following language:

Approved Location. You shall operate the AMRAMP® Business only at _____ (the “Approved Location”). You may operate the AMRAMP® Business from your personal residence; however, you must lease storage space, at your sole cost, sufficient to store all products purchased by you pursuant to this Agreement. You shall not relocate the AMRAMP® Business without our prior written approval. We shall have the right, in our sole discretion, to withhold approval of relocation.

3. **Term.** Section 2.1 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following language:

Term. This Agreement shall be in effect upon our acceptance and execution and, except as otherwise provided herein, the term of this Agreement shall be ten (10) years from the date first above written, which is the expiration date of your original Franchise Agreement, unless this Agreement is sooner terminated pursuant to its terms.

4. **Renewal.** Section 2.2 of the Franchise Agreement is hereby deleted in its entirety, and you agree and acknowledge that you have no right to further renew the Franchise Agreement.

5. **On-Site Assistance.** Section 3.3 of the Franchise Agreement is hereby deleted in its entirety.

6. **Manuals.** Section 3.5 shall be amended by the addition of the following language at the end thereof:

You acknowledge that you received a copy of the Manual prior to executing this Agreement.

7. **Initial Franchise Fee.** Section 4.1 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following language:

Renewal Fee. In consideration of the renewal franchise rights granted herein, you shall pay to AMRAMP®, on execution of this Agreement, a renewal fee of _____ Thousand Dollars (\$_____), receipt of which is hereby acknowledged, which is fully earned and non-refundable in consideration of administrative and other expenses incurred by AMRAMP® in entering into this Agreement and for our lost or deferred opportunity to enter into this Agreement with others.

8. **Royalty Fee.** Section 4.2 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following language:

Royalty Fee. You shall pay to us a continuing royalty fee in the percentages described in the table below. We identify in the Operations Manual from time to time the specific products and services for which: the maximum percentage royalty fees are four percent (4%), six percent (6%), nine percent (9%), or twelve percent (12%). We refer to such products and services as the “4% Products,” “6% Products,” “9% Products,” and “12% Products,” respectively. The table below specifies the royalty you must pay us for each type of product each month for the term of the Agreement.

	GROSS REVENUE FROM 4% PRODUCTS	GROSS REVENUE FROM 6% PRODUCTS	GROSS REVENUE FROM 9% PRODUCTS	GROSS REVENUE FROM 12% PRODUCTS
Term of this Agreement	4% of Gross Revenue	6% of Gross Revenue	9% of Gross Revenue	12% of Gross Revenue

“Gross Revenue” means all revenues generated from the sale or lease or provision of 4% Products, 6% Products, 9% Products, and/or 12% Products, and any other revenue you derive from operating your AMRAMP® Business or from or with respect to the AMRAMP® Business, whether such sales are evidenced by cash, check, credit, charge, account, barter or exchange. Gross Revenue shall include, without limitation, monies or credit received from the sale of products or services, and from tangible property of every kind and nature, promotional or otherwise. Gross Revenue shall not include good faith refunds, adjustments, credits and allowances actually made by your AMRAMP® Business in compliance with the Operations Manual (described in Section 9). Gross Revenue shall also exclude any sales taxes or other taxes collected from customers by you and paid directly to the appropriate taxing authority, or any amounts paid to employees as approved compensation for meals.

9. **Opening of Franchised Business.** The title of Section 5 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following language:

5. **OPERATION OF FRANCHISED BUSINESS**

10. **Commencement Criteria.** Section 5.3 of the Franchise Agreement is hereby deleted in its entirety.

11. **Opening Deadline.** Section 5.4 of the Franchise Agreement is hereby deleted in its entirety.

12. **ADA Certification.** Section 5.5 and Exhibit B of the Franchise Agreement are hereby deleted in their entirety.

13. **Initial Training Program.** Section 6.1 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following language:

Initial Training Program. At our option, any persons employed by you in the position of manager shall also attend and complete our training program, to our satisfaction. This training program consists of five (5) working days of training for you (or your managing shareholder, partner or member) and your employees to be furnished at our training facility or at an operating AMRAMP® business that AMRAMP® designates. You, your manager and other employees shall also attend such additional courses, seminars and other training programs as we may reasonably require from time to time.

14. **Inventory.** Section 7.8 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following language:

Inventory. You shall stock and maintain all types of equipment and approved products in quantities sufficient to meet reasonably anticipated customer demand. You agree to immediately notify us if an approved supplier substitutes an unapproved product in place of an approved product. We are not liable to you for any loss or damage, or deemed to be in breach of this Agreement, if we cannot deliver, or cause to be delivered, or if our affiliates or designated sources or approved suppliers cannot deliver, all of your orders for goods, merchandise, equipment, supplies, etc. where such things are out-of-stock or discontinued.

15. **Opening Advertising and Promotion.** Section 12.1 of the Franchise Agreement is hereby deleted in its entirety.

16. **Certificates of Insurance.** Section 13.4 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following language:

Certificates of Insurance. You shall continue to maintain insurance coverage during the term of this Agreement. At least thirty (30) days prior to the expiration of any policy, you shall deliver to us Certificates of Insurance evidencing the proper types and minimum amounts of coverage. All Certificates shall expressly provide that no less than thirty (30) days' prior written notice shall be given to us in the event of material alteration to or cancellation of the coverages evidenced by such Certificates.

17. **Notice Without Opportunity to Cure.** Section 15.2.1 of the Franchise Agreement is hereby deleted in its entirety.

18. **Franchise Disclosure Questionnaire.** Exhibit F of the Franchise Agreement is hereby deleted in its entirety.

19. **Release.** You and your undersigned principals, for yourselves and your respective assigns, beneficiaries, executors, trustees, administrators, subrogees, agents, representatives, employees, officers, directors, partners, parent corporations, subsidiaries and affiliates (collectively, “Releasors”), do hereby irrevocably and absolutely release and forever discharge AMRAMP® and our affiliates and our respective successors, predecessors, assigns, beneficiaries, executors, trustees, administrators, subrogees, agents, representatives, employees, officers, directors, shareholders, partners, parent corporations, subsidiaries and affiliates (collectively, “Released Parties”), of and from any and all claims, demands, obligations, debts, actions, and causes of action of every nature, character, and description, known or unknown, pursuant to, arising out of, or related to, the Prior Agreement and the AMRAMP® Business, which Releasors now own or hold, or have at any time heretofore owned or held, or may at any time own or hold against the Released Parties, arising prior to and including the date of this Agreement.

20. This Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum shall be controlling with respect to inconsistent provisions and the subject matter hereof. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed. The section numbering in the Franchise Agreement shall remain the same and shall not be adjusted based on the deletion of any sections as set forth in this Addendum.

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

AMRAMP, LLC:

FRANCHISEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT G
RELEASE AGREEMENT

RELEASE AGREEMENT

This Release Agreement (“Agreement”) is made and entered into on this ____ day of _____, 20____, by and between _____, a _____ (“Franchisee”) and AMRAMP, LLC (“Franchisor”).

WITNESSETH:

WHEREAS, Franchisor and Franchisee are parties to an AMRAMP® Franchise Agreement (the “Franchise Agreement”) dated _____, 20____, granting Franchisee the right to operate an AMRAMP® franchised business under Franchisor’s proprietary marks and system at the following location:

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

Franchisee, for itself and its successors, predecessors, assigns, beneficiaries, executors, trustees, agents, representatives, employees, officers, directors, shareholders, partners, members, subsidiaries, and affiliates (jointly and severally, the “Releasors”) irrevocably and absolutely releases and forever discharges Franchisor and its successors, predecessors, assigns, beneficiaries, executors, trustees, agents, representatives, employees, officers, directors, shareholders, partners, members, subsidiaries, and affiliates (jointly and severally, the “Releasees”) of and from all claims, obligations, actions, or causes of action (however denominated), whether in law or in equity, and whether known or unknown, present or contingent, for any injury, damage, or loss whatsoever arising from any acts or occurrences occurring as of or prior to the date of this Agreement relating to the Franchise Agreement, the business operated under the Franchise Agreement, and/or any other agreement between any of the Releasees and any of the Releasors, except for any liabilities arising under the Maryland Franchise Registration and Disclosure Law, if applicable. The Releasors, and each of them, also covenant not to sue any of the Releasees regarding any of the claims being released under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

AMRAMP, LLC

FRANCHISEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT H
PROMISSORY NOTE

PROMISSORY NOTE

\$ _____
Dated: _____, 20____

FOR VALUE RECEIVED, the undersigned, _____, a _____ with a principal place of business at _____ (“MAKER”), hereby promises to pay to the order of AMRAMP, LLC, a limited liability company formed under Delaware law, with its principal business address at 358 North Street, Randolph, MA 02368 (“AMRAMP®”), the principal sum of _____ DOLLARS (\$_____) [plus interest thereon as provided herein].

This Note has been executed and delivered pursuant to and in connection with the franchise agreement, dated _____, 20____ (the “Franchise Agreement”), entered into by and between MAKER and AMRAMP® for the operation of an AMRAMP® business (the “BUSINESS”) located at _____.

1. Payment of Principal [and Interest]. The principal amount of this Note[, plus interest thereon calculated at the rate of _____ percent (____%) per annum,] will be due and payable in _____ (____) installments of principal [and accrued interest thereon] in accordance with the following schedule: _____. [Interest shall be computed on the basis of a year of 360 days and paid for actual days for which due, including the date hereof and each payment date.]

2. Payments, Penalties, and Prepayments.

(a) All payments of principal and interest (if any) shall be made by MAKER when due at or prior to 10:00A.M. at the principal business address of AMRAMP® set forth above, or as such other place as any holder of this Note may designate in writing to MAKER, in lawful money of the United States of America and in immediately payable funds

(b) If any payments or amounts due hereunder to AMRAMP® whether by acceleration or otherwise are overdue, MAKER shall pay AMRAMP® immediately upon demand, in addition to the overdue amount, interest on such amount from the date it was due until paid, at the rate of eighteen percent (18%) per annum, or the maximum rate permitted by law, whichever is less. Entitlement to such interest shall be in addition to any other remedies AMRAMP® may have.

(c) Notwithstanding any provision of this Note to the contrary, it is the intent of MAKER and AMRAMP® that AMRAMP® shall not at any time be entitled to receive, collect or apply, and MAKER and AMRAMP® shall not be deemed to have contracted for, as interest on the principal indebtedness evidenced hereby, any amount in excess of the maximum rate of interest permitted to be charged by applicable law, and in the event AMRAMP® ever receives, collects or applies as interest any such excess, such excess shall be deemed partial payment of the principal indebtedness evidenced hereby, and if such principal shall be paid in full, any such excess shall forthwith be paid to MAKER.

(d) This Note may be prepaid at any time, in whole or in part, without interest, penalty or premium of any kind.

(e) MAKER shall pay AMRAMP® on demand any reasonable out-of-pocket expenses (including reasonable attorneys' fees and disbursements) arising out of, or in connection with, any action or proceeding taken to protect, enforce, determine or assert any provision, right or remedy under this Note (including any action or proceeding arising or related to any insolvency, bankruptcy or reorganization involving or affecting MAKER).

3. Covenants by MAKER. MAKER covenants that until payment in full of this Note, together with interest thereon, and expenses of collection thereof, it will cause to be done all things necessary to preserve and keep in full force its corporate existence, rights and licenses which are necessary and material to MAKER's operations, and comply with all laws applicable to MAKER.

4. Events of Default. An Event of Default includes each of the following:

(a) MAKER shall fail to make any payment due under this Note when due;

(b) MAKER or any of its affiliates defaults in the performance of any obligation, covenant, condition or provision in this Note; or the Franchise Agreement; or any other agreement between AMRAMP® or any affiliate of AMRAMP® and MAKER or any affiliate of MAKER;

(c) Any proceeding for attachment or garnishment or the like shall be commenced against MAKER by any creditor of MAKER and shall not be dismissed or stayed within 10 days' notice thereof from AMRAMP® to MAKER;

(d) A proceeding shall have been instituted in a court having jurisdiction in the premises seeking decree or order for relief in respect of MAKER or any guarantor of any indebtedness evidenced by this Note in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of MAKER or any such guarantor or for any substantial part of its, property, or for the winding-up or liquidation of its affairs, and such proceeding shall remain undismissed or unstayed and in effect for a period of 60 consecutive days or such court shall enter a decree order granting any of the relief sought in such proceeding; or

(e) MAKER shall commence a voluntary case under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect, shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of himself or herself or for any substantial part of its property, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall admit in writing an inability to pay any of its debts as they become due, or shall take any action in furtherance of any of the foregoing.

5. Consequences of Event of Default. Upon the occurrence of an Event of Default specified in Paragraph 4(a) above, then the whole of the principal of the indebtedness evidenced by this Note, and any other sums then unpaid by MAKER under this Note shall, at the option of the holder hereof, and upon MAKER having failed to cure such default within 10 days after receipt of written notice of such default, forthwith become due and payable. Upon the occurrence of an Event of Default specified in Paragraph 4(b) above, then the whole of the principal of the indebtedness evidenced by this Note, and any other sums then unpaid by MAKER or any of its affiliates under this Note, the Franchise Agreement, or any other agreement between MAKER and AMRAMP® shall, at the option of the holder hereof and without notice, forthwith become due and payable. Upon the occurrence of an Event of Default specified in Paragraphs 4(c), 4(d) or 4(e) above, then the whole of the principal of the indebtedness evidenced by this Note, any unpaid interest

thereon (whether or not yet accrued at such time), and any other sums then unpaid by MAKER under this Note shall immediately become due and payable without notice or any other act.

6. Notices.

(a) All notices and other communications hereunder shall be in writing and shall be deemed given when delivered by hand or by facsimile transmission, sent by Federal Express or similar type courier, or mailed by registered or certified mail, return receipt requested, postage pre-paid, addressed as follows: (i) if to AMRAMP®, addressed to AMRAMP® at its principal business address set forth above, with a copy to Keri McWilliams, Esq., Nixon Peabody LLP, 401 9th Street, N.W., Suite 900, Washington, DC 20004; (ii) if to MAKER, addressed to MAKER at its principal business address set forth above.

(b) Notices signed by the respective attorneys shall be deemed sufficient within the meaning of this Paragraph 6 without the signature of the parties themselves and such notice shall be deemed to have been given on the date of delivery to the addresses of the party to whom such notice is addressed.

7. Miscellaneous.

(a) All parties now or hereafter liable with respect to this Note, whether MAKER, any guarantor, endorser, or any other person or entity, hereby waive presentment for payment, demand, notice of nonpayment or dishonor, protest and notice of protest.

(b) No delay or omission on the part of AMRAMP® or any holder hereof in exercising its rights under this Note shall operate as a waiver of such rights or any other right of AMRAMP® or any holder hereof, nor shall any waiver by AMRAMP® or any holder hereof, of any such right or rights on any one occasion be deemed a bar to, or waiver of, the same right or rights on any future occasion.

(c) Except as may be agreed by AMRAMP® in writing, MAKER shall not have the right to assign this Note or any of its rights hereunder. This Note shall bind MAKER and the successors and permitted assigns of MAKER, and the benefits hereof shall inure to the benefit of AMRAMP® and its successors and assigns. All references herein to “MAKER” shall be deemed to apply MAKER and its successors and assigns, and all references herein “AMRAMP®” shall be deemed to apply to AMRAMP® and its successors and assigns.

(d) This Note may not be changed or terminated orally, but only by an agreement in writing signed by the parties hereto.

(e) This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws rules.

(f) Any action MAKER commences against AMRAMP® must be brought in a state or federal court of general jurisdiction in Suffolk County, Massachusetts. MAKER and AMRAMP® agree that AMRAMP® may, at its option, institute any action against MAKER in any state or federal court of general jurisdiction in Suffolk County, Massachusetts, and MAKER irrevocably submits to the jurisdiction of such courts and waives any objection MAKER may have to either the jurisdiction of or venue in such courts.

IN WITNESS WHEREOF, MAKER, intending to be legally bound, has executed this Note as of the date and year first above written with the intention that this Note shall constitute a sealed instrument.

WITNESS/ATTEST

MAKER

By:_____

Name:_____

GUARANTEE

As an inducement to AMRAMP, LLC (“AMRAMP[®]”) to loan to _____
_____ the principal sum set forth in the Promissory Note dated _____, 20____
 (“Note”), to which this Guarantee is attached, the undersigned, jointly and severally, hereby agree to be
individually bound by all the terms and conditions of the Note, including all payments required thereunder,
and unconditionally guarantee to AMRAMP[®] and its successors and assigns the payment of all liabilities
under the Note.

In WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the date of the
Note.

GUARANTORS

Witness

Name: _____

Witness

Name: _____

Witness

Name: _____

EXHIBIT I

INSURANCE PREMIUM PROGRAM LETTER AGREEMENT

_____, 20____

[FRANCHISEE
ADDRESS
CITY, STATE]

RE: AMRAMP® Insurance Premium Payment Program

Dear [_____]:

As you are aware, AMRAMP, LLC (“we,” “our,” or “AMRAMP®”) has negotiated an agreement with Risk Securities Company, an insurance broker, to make insurance coverage available to AMRAMP® franchisees at a reduced price. In our experience, the need to secure insurance coverage at a reasonable price has been an obstacle for new franchisees who are eager to commence operations. We are hopeful that the plan we’ve negotiated will address this situation and enable you to focus on other aspects of your AMRAMP® business. The terms and conditions of the insurance policy are described in the enclosed documents.

Although you are not required to participate in the Insurance Premium Payment Program, we encourage you to seriously consider this option.

Terms of the Insurance Premium Payment Program:

The premium payment for your insurance policy is _____ Dollars (\$_____), based on your annual estimated annual sales of _____ Dollars (\$_____). If your actual annual sales exceed your estimated annual sales, you may be obligated under the terms of the insurance policy to pay an additional earned premium. AMRAMP® reserves the right to audit your financial reports on a quarterly basis to ensure that your actual sales do not exceed your estimated sales. If AMRAMP® determines that your projected annual sales will exceed your estimated annual sales, AMRAMP® may, at any time, adjust the amount of your premium payment to account for this difference. If, at the end of the year, the amount that you have paid to AMRAMP® as premium payments exceeds the sum total of your actual premium and additional earned premium, if any, AMRAMP® will reimburse you for the amount of the overpayment.

You are required to submit payments to AMRAMP® for your premium as soon as your policy is bound or renewed.

If any payment or amount due hereunder to AMRAMP® is overdue, you must pay AMRAMP® immediately upon demand, in addition to the overdue amount, interest on such amount from the date it was due until paid, at the rate of eighteen percent (18%) per annum, or the maximum rate permitted by law, whichever is laws. Entitlement to such interest will be in addition to any other remedies AMRAMP® may have. You should also be aware that non-payment of premiums may result in termination or rescission of your insurance policy.

You must also pay AMRAMP® on demand any reasonable out-of-pocket expenses (including attorneys’ fees and disbursements) arising out of, or in connection with, any action or proceeding taken to protect, enforce, determine or assert any provision, right or remedy under this agreement.

This agreement is not intended to nor does it create any fiduciary relationship between you and AMRAMP®. AMRAMP® is not your agent or broker for purposes of securing the insurance policy, nor

does AMRAMP® make any representations or guarantees with respect to the terms or coverage provided under the insurance policy. If you have any questions regarding the insurance policy, you should contact _____ at Risk Securities Company.

If you decide to participate in the Insurance Premium Payment Program, please sign and return the attached acknowledgment page to AMRAMP®. By signing the acknowledgment page, you agree to be bound by the terms described below. If we do not receive a signed acknowledgment from you within 60 days of the date of this letter, our offer will expire and you may not be eligible to participate in the Insurance Premium Payment Program.

Sincerely,

Justin Gordon

INSURANCE PREMIUM PAYMENT PROGRAM

ACKNOWLEDGEMENT FORM

I hereby acknowledge that I have received a copy of the insurance policy and a letter dated _____, 20__, from AMRAMP® describing the terms of the Insurance Premium Payment Program. I agree to be bound by the terms of the Insurance Premium Payment Program, as described in the letter.

Date: _____, 20__

NAME

ADDRESS

CITY, STATE

Please return this signed acknowledgment form to AMRAMP, LLC at 358 North Street, Randolph, MA 02368.

EXHIBIT J

CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AND RECEIPT

I hereby acknowledge receipt of the AMRAMP® Operations Manual (“Manual”). By signing below, I hereby acknowledge and agree that: (i) the Manual contains the valuable proprietary and confidential trade secret information of AMRAMP, LLC (“AMRAMP®”), disclosure of which would be detrimental to AMRAMP®, and I agree to hold in strict confidence all information contained in the Manual, and not to copy such information or disclose any of it to any other person or party; and (ii) I will have 7 days to review the Manual prior to signing the Franchise Agreement. My agreement to keep this information confidential is in exchange for the opportunity to review the information contained in the Manual and the potential opportunity to become an AMRAMP® franchisee. If I do not become an AMRAMP® franchisee, I further agree to return the Manual to AMRAMP® within 30 days of my receipt thereof, calculated from the date specified below, or immediately upon AMRAMP®’s demand, whichever date occurs sooner.

I am aware that my violation of this Confidentiality and Receipt (“Agreement”) will cause AMRAMP® irreparable harm; therefore, I acknowledge and agree that AMRAMP® may apply to any state or federal court of competent jurisdiction for the issuance of an injunction preventing me from violating this Agreement, in addition to any other remedies it may have hereunder at law or in equity; and I agree to pay AMRAMP® all the costs it incurs, including without limitation attorneys’ fees, if this Agreement is enforced against me. This Agreement shall be construed under the laws of the Commonwealth of Massachusetts.

ACKNOWLEDGED BY:

Signature: _____

Name: _____

Date: _____

EXHIBIT K
STATE ADDENDA

**ADDENDUM TO THE AMRAMP, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF CALIFORNIA**

In recognition of the requirements of the California Franchise Investment Law, Cal. Corporations Code Sections 31000 *et seq.*, the Franchise Disclosure Document of AMRAMP, LLC for use in California shall be amended as follows:

1. Neither AMRAMP® nor any person identified in Item 2 of the Franchise Disclosure Document is currently 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. 78a, *et seq.*, suspending or expelling such persons from membership in such association or exchange.

2. Item 17 shall be supplemented to include the following:

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

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

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

The Franchise Agreement requires binding arbitration. The arbitration will occur at the American Arbitration Association located closest to AMRAMP®'s principal place of business with the costs being borne by the franchisee. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The Franchise Agreement requires application of the laws of the State of Massachusetts. This provision may not be enforceable under California law.

You must sign a general release if you transfer your rights under the Franchise Agreement. 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).

3. Section 31125 of the California Corporation Code requires the Franchisor to give the Franchisee a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, prior to a solicitation of a proposed material modification of an existing franchise.

4. The Franchise Agreement requires that any action be commenced in any court in the judicial district in which AMRAMP® has its principal place of business and that you must irrevocably submit to the jurisdiction of such courts. This provision may not be enforceable under California law.

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

6. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION, ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

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

**AMENDMENT TO THE
AMRAMP® FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF CALIFORNIA**

In recognition of the requirements of the California Franchise Investment Law, the parties to the attached AMRAMP® Franchise Agreement (the “Franchise Agreement”) hereby agree as follows:

1. Section 26.7 of the Franchise Agreement, entitled “Limitation of Claims,” shall be amended by adding the following language:

THIS SECTION 26.7 SHALL NOT APPLY TO CLAIMS ARISING UNDER SECTIONS 31300 THROUGH 31306 OF THE CALIFORNIA FRANCHISE INVESTMENT LAW, ALL OF WHICH SHALL BE GOVERNED BY APPLICABLE STATE STATUTES. THIS PROVISION DOES NOT LIMIT FRANCHISEE’S RIGHT TO TERMINATE THIS AGREEMENT IN ANY WAY.

2. Section 28 of the Franchise Agreement, entitled “Acknowledgments,” shall be amended by the addition of the following language to the end of the section:

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

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

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

AMRAMP, LLC:

FRANCHISEE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**ADDENDUM TO THE AMRAMP, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF ILLINOIS**

In recognition of the requirements of the Illinois Franchise Disclosure Act, the Franchise Disclosure Document of AMRAMP, LLC for use in Illinois shall be amended consistent with the following:

1. Illinois law governs the agreements between the parties to this franchise.
2. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.
3. Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation of 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.
4. 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.
5. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**AMENDMENT TO THE
AMRAMP® FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF ILLINOIS**

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, the parties to the attached AMRAMP® Franchise Agreement (the “Franchise Agreement”) hereby agree as follows:

1. Illinois law governs the agreements between the parties to this franchise.
2. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.
3. Section 41 of the Illinois Franchise Disclosure Act provides that 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.
4. 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.
5. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

AMRAMP, LLC:

FRANCHISEE:

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

**ADDENDUM TO THE AMRAMP, LLC
FRANCHISE DISCLOSURE DOCUMENT
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 AMRAMP, LLC for use in Indiana shall be amended as follows:

1. Item 3, “Litigation,” shall be amended by deleting the paragraph in its entirety and substituting the following language in its place:

Neither AMRAMP® nor any person identified in Item 2 above has any administrative, criminal or material civil action pending against them alleging a violation of a franchise antitrust or securities law, unfair or deceptive practices, or comparable allegations.

Neither AMRAMP® nor any person identified in Item 2 above, is subject to any 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.

2. Item 12 shall be amended by adding the following language at the end of the Item:

AMRAMP® will not compete unfairly with you within your Territory.

3. Items 17(b) and 17(c), under the headings “Renewal or extension of the term” and “Requirements for you to renew or extend,” shall be amended by adding the following language at the end of the Items:

AMRAMP® will not refuse to renew the Franchise Agreement without good cause.

4. 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 development rights can be terminated may be affected by the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Act.

5. Items 17(q) and 17(r), under the headings entitled “Non-competition covenants during the term of the franchise” and “Non-competition covenants after the franchise is terminated or expires,” shall be amended by adding 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 by the Franchise Agreement.

6. Item 17(v), under the heading entitled “Choice of forum,” shall be amended by adding the following language at the end of the Item:

Citizens of the State of Indiana may bring a claim, controversy or dispute under the Franchise Agreement in the courts of Indiana.

7. Item 17(w), under the heading “Choice of law,” for the Franchise Agreement and Development Agreement shall be supplemented with the following language:

This provision may not be enforceable under Indiana law.

8. Item 17 shall be supplemented by the addition of the following language at the end of the Item:

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

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 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 Franchise Disclosure Document.

**AMENDMENT TO THE
AMRAMP® FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF INDIANA**

In recognition of the requirements of 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, the parties to the attached AMRAMP® Franchise Agreement (the “Franchise Agreement”) hereby agree as follows:

1. Section 1.3 of the Franchise Agreement, entitled “Your Territory,” shall be amended by adding the following language after Section 1.3.2:

We are required by the Franchise Agreement to agree not to compete unfairly with you within your Territory.

2. Section 2.2 of the Franchise Agreement, entitled “Renewal,” shall be amended by adding the following language at the end of the Section:

2.2.11 We will not refuse to renew this Agreement without good cause.

3. Section 17.2 of the Franchise Agreement, under the headings entitled “In-Term Covenants,” shall be amended by adding the following paragraph at the end of the Section:

Notwithstanding the above, your 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 to the exclusive area granted in the Franchise Agreement.

4. Section 15 of the Franchise Agreement, under the heading “Default and Termination,” shall be amended by adding the following language after Section 15.4:

15.5 Indiana law provides that unilateral termination of the Franchise Agreement must be for good cause. Good cause includes, among other things, any material violation of the Franchise Agreement.

5. Section 17.3 of the Franchise Agreement, entitled “Post-Term Covenants,” shall be amended by adding the following language after Section 17.3.3:

17.3.4 To the extent required by either the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Act, the post-term covenant not to compete is limited to the exclusive territory.

6. Section 26.1 of the Franchise Agreement, entitled “Applicable Law,” shall be deleted in its entirety, and the following provision shall be substituted in lieu thereof:

26.1 Applicable Law. All matters relating to arbitration will be governed by the FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 *et seq.*). Except to the extent governed by the Federal Arbitration Act as required hereby, the UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. §§ 1051 *et seq.*), other federal law, or any cause of action which arises under the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Act, this Agreement, the franchise and all claims arising from the relationship between us and you will be governed by the laws of Massachusetts, without regard to its conflict of laws principles, except that any law regulating the sale of franchises or governing the relationship of a franchisor and its

franchisee will not apply unless jurisdictional requirements are met independently without reference to this Section 26.1.

7. Section 26.4 of the Franchise Agreement, entitled “Jurisdiction and Venue,” shall be deleted in its entirety, and the following provision shall be substituted in lieu thereof:

26.4 Jurisdiction and Venue. Except as described in Sections 26.2 and 26.3 hereof, and except with respect to any cause of action which arises under the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Act, any action you institute against us must be brought in a state or federal court of general jurisdiction in Suffolk County, Massachusetts. You and your owners agree that we may, at our option, institute any action against you or your owners in any state or federal court of general jurisdiction in Suffolk County, Massachusetts, and you (and each owner) irrevocably submit to the jurisdiction of such courts and waive any objection you (or he or she) may have to either the jurisdiction of or venue in such courts.

8. Section 28 of the Franchise Agreement, entitled “Acknowledgments,” shall be amended by the addition of the following language to the end of the section:

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

9. 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 Practices 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.

AMRAMP, LLC:

FRANCHISEE:

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

**ADDENDUM TO THE AMRAMP, 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 AMRAMP, LLC for use in Maryland shall be amended as follows:

1. Item 5 of the Franchise Disclosure Document shall be supplemented by adding the following language at the end of the Item:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement and the outlet is opened.

2. Item 17(c), under the heading entitled "Requirements for you to renew or extend," shall be supplemented by adding the following language at the end of the Item:

The general release will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Item 17(f), under the heading entitled "Termination by us with cause," shall be supplemented by adding the following language at the end of the Item:

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

4. Item 17(m), under the heading entitled "Conditions for our approval of transfer," shall be supplemented by adding the following language at the end of the Item:

However, a general release required as a condition of approval will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Item 17(u), under the heading entitled "Dispute resolution by arbitration or mediation" shall be supplemented by adding the following language at the end of the Item:

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

5. The following language shall be added to the end of Items 17(v) (Choice of Forum) and 17(w) (Choice of law):

except that you may sue AMRAMP in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. Item 17 shall be supplemented by adding the following language at the end of the Item:

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

of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. 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 Maryland Franchise Registration and Disclosure Law are met independently without reference to this Addendum to the Franchise Disclosure Document.

**AMENDMENT TO THE
AMRAMP® FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MARYLAND**

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, MD. BUS. REG. CODE ANN. §14-201 *et seq.* (2010 Repl. Vol. and Supp. 2012), the parties to the attached AMRAMP® Franchise Agreement (“Franchise Agreement”) agree that the Franchise Agreement shall be amended as follows:

1. Section 4 of the Franchise Agreement shall be amended by adding the following language:

Based upon our financial condition, the Maryland Securities Commission has imposed a financial assurance. Therefore, all initial fees and payments will be paid by you shall be deferred until we complete our pre-opening obligations under the franchise agreement the franchised business is opened for business.

2. Section 2.2.7 of the Franchise Agreement shall be amended by adding the following language at the end of the Section:

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.

3. Section 14.3.4 of the Franchise Agreement shall be amended by adding the following language at the end of the Section:

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.

4. Section 14.3.5 of the Franchise Agreement shall be amended by adding the following language at the end of the Section:

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 release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

5. Section 26.4 of the Franchise Agreement, under the heading “Jurisdiction and Venue,” shall be amended by adding the following language at the end of the Section:

Notwithstanding the above, Maryland franchisees are permitted to bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. Section 26.7 of the Franchise Agreement, under the heading “Limitation of Claims,” shall be amended by adding the following language at the end of the Section:

Notwithstanding the above, any claim you may have under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years of the execution of this Agreement.

7. Sections 28 of the Franchise Agreement, under the heading “Acknowledgments,” shall be deleted in its entirety and replaced with the following language:

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

8. Exhibit F of the Franchise Agreement is deleted in its entirety and shall not be required for franchisees subject to the Maryland Franchise Registration and Disclosure Law.

9. 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.

AMRAMP, LLC:

FRANCHISEE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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 is void and cannot be enforced against you.

Each of the following provisions are 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 franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise, or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

- (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
- (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
- (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
- (h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).
- (i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligation to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

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

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

**ADDENDUM TO THE AMRAMP, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MINNESOTA**

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the Franchise Disclosure Document of AMRAMP, LLC for use in Minnesota shall be amended as follows:

1. The second to last paragraph under Item 13 shall be deleted in its entirety, and shall be replaced by the following language:

We will defend you against third-party claims, suits or demands arising out of your use of the trademarks. If we, in our sole discretion, determine that you used the trademarks in accordance with the Franchise Agreement, then we will bear the cost of your defense, including the cost of any judgment or settlement. If we, in our sole discretion, determine that you have not used the trademarks in accordance with the Franchise Agreement, then you must bear the cost of your defense, including the cost of any judgment or settlement. Upon any termination of your Franchise Agreement, you must immediately cease all use of the trademarks.

2. Item 17(c), under the heading entitled “Requirements for you to renew or extend,” shall be amended by adding the following language at the end of the Item:

The general release will not apply to any liability under the Minnesota Franchise Law.

3. Items 17(b), 17(f), and 17(k), under the headings entitled “Renewal or extension of the term,” “Termination by us with cause,” and “Transfer” by you – defined,” respectively, shall be amended by adding the following language at the end of each Item:

Minnesota law provides franchisees with certain termination, non-renewal, and transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 3, 4, and 5) currently requires, except in certain specified cases, that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of non-renewal of the Franchise Agreement, and that consent to the transfer of the franchise not be unreasonably denied.

4. Item 17(m), under the heading entitled “Conditions for our approval of transfer,” shall be amended by adding the following language at the end of the Item:

The general release will not apply to any liability under the Minnesota Franchise Law.

5. Item 17(w), under the heading entitled “Choice of law,” shall be amended by adding the following language at the end of the Item:

This provision may not be enforceable under Minnesota law.

6. Item 17(v), under the heading entitled “Choice of forum,” shall be amended by so that it reflects that there is no such provision contained in the Franchise Agreement for use in Minnesota.

7. Item 17 shall be amended by adding the following language at the end of the item:

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or 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.

8. Item 17 shall be amended by adding the following language at the end of the Item:

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

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 the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22 and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930 are met independently without reference to this Addendum to the Franchise Disclosure Document.

**AMENDMENT TO THE
AMRAMP® FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MINNESOTA**

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules. §§ 2860.0100 through 2860.9930, the parties to the attached AMRAMP® Franchise Agreement (the “Franchise Agreement”) agree as follows:

1. Sections 2.2, 14, and 15 of the Franchise Agreement, under the headings entitled “Renewal,” “Transfer of Interest”, and “Default and Termination,” respectively, shall be amended by adding the following language at the end of each Section:

Minnesota law provides franchisees with certain termination, non-renewal and transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 3, 4, and 5) currently requires, except specified cases, that a franchisee be given ninety (90) days’ notice of termination (with sixty (60) days to cure) and one hundred eighty days (180) days’ notice of nonrenewal of the Franchise Agreement, and that consent to the transfer of the franchise not be unreasonably withheld.

2. The language in Section 8.2.8 of the Franchise Agreement shall be deleted in its entirety and shall have no force or effect, and shall be replaced by the following language:

8.2.8 NOTIFICATION OF INFRINGEMENTS AND CLAIMS. You agree to notify us immediately of any apparent infringement or challenge to your use of any Marks, or of any claim by any person of any rights in any Marks, and agree not to communicate with any person other than us, our attorneys and your attorneys in connection with any such infringement, challenge or claim. We have sole discretion to take such action as we deem appropriate and the right to control exclusively any litigation, United States Patent and Trademark Office (“USPTO”) proceeding or any other administrative proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Marks. You agree to sign any and all instruments and documents, render such assistance and do such acts and things as, in the opinion of our attorneys, may be necessary or advisable to protect and maintain our interests in any litigation or USPTO proceeding or other proceeding or otherwise to protect and maintain our interests in the Marks. Except to the extent that such litigation is the result of your use of the Proprietary Marks in a manner inconsistent with the terms of this Agreement, we agree to reimburse you for your out-of-pocket costs in doing such acts. We agree to defend you against any third-party claim, suit, or demand arising out of your use of the Marks. If we, in our sole discretion, determine that you have used the Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by us. If we, in our sole discretion, determine that you have not used the Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by you.

3. Section 26 of the Franchise Agreement, entitled “Applicable Law and Dispute Resolution,” shall be amended by adding the following provision after Section 26.9:

26.10 Pursuant to Minn. Stat. § 80C.21, this Section 26 shall not in any way abrogate or reduce any of your rights as provided for in the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

4. Section 26.4 of the Franchise Agreement, entitled “Jurisdiction and Venue,” shall be deleted in its entirety and shall have no force or effect.

5. The language in Section 26.9 of the Franchise Agreement shall be deleted in its entirety and shall have no force or effect, and shall be replaced by the following language:

WAIVER OF RIGHT TO A JURY AND PUNITIVE DAMAGES. Except with respect to your obligation to indemnify us pursuant to Section 20.3 hereof and claims we bring against you for your unauthorized use of the Marks or unauthorized use or disclosure of any Confidential Information, we and you and your respective owners 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 us, the party making a claim will be limited to equitable relief and to recovery of any actual damages it sustains.

6. Section 26.7 of the Franchise Agreement, entitled "Limitation of Claims," shall be amended by adding the following language at the end of the Section:

Pursuant to Minn. Stat. § 80C.17 (subd. 5), this Section 26.7 shall not in any way abrogate or reduce the time period for bringing a civil action under Minn. Stat. § 80C.17.

7. Section 28 of the Agreement, under the heading "Acknowledgments," shall be amended by adding the following at the end of the Section:

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

8. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, are met independently without reference to this Amendment.

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

AMRAMP, LLC:

FRANCHISEE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATEMENT REQUIRED BY THE STATE OF NEW YORK

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. 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 PROSPECTUS.

**ADDENDUM TO THE AMRAMP, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NEW YORK**

In recognition of the requirements of the 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 the Franchise Disclosure Document for AMRAMP, LLC for use in New York shall be amended as follows:

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

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

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

With the exception of what is stated above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

- A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.
- B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
- C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
- D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective

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

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

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

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

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

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

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

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

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

**AMENDMENT TO THE
AMRAMP® 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 AMRAMP® Franchise Agreement (the “Franchise Agreement”) agree as follows:

1. Section 2.2.7 of the Franchise Agreement, under the heading “Term and Renewal,” shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

You shall execute a general release, in a form prescribed by us, of any and all claims against us and our affiliates, and their respective officers, directors, agents, and employees; provided, however, that all rights enjoyed by you 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;

2. Section 9 of the Franchise Agreement, under the heading “Confidential Operations Manual,” shall be amended by adding the following language after Section 9.4:

Revisions to the Operations Manual shall not unreasonably affect your obligations, including economic requirements, under this Agreement.

3. Section 14.1 of the Franchise Agreement, under the heading “Our Right to Transfer,” shall be amended by adding the following language at the end of the Section:

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

4. Section 14.3 of the Franchise Agreement, under the heading “Conditions of Transfer,” shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

That the transferor shall have executed a general release, in a form satisfactory to us, of any and all claims against us and our affiliates, and our respective officers, directors, agents, shareholders, and employees; 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;

5. Section 26.1 of the Franchise Agreement, under the heading “Applicable Law” shall be amended by adding the following language at the end of the Section:

except that the foregoing choice of law should not be considered a waiver of any right conferred upon you by General Business Law of New York State, Sections 680-695.

6. Section 26.9 of the Franchise Agreement, under the heading “Waiver of Right to a Jury and Punitive Damages” shall be supplemented by the following paragraph:

Nothing herein contained shall bar our right to seek injunctive relief against threatened conduct that shall cause us loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

7. Section 28 of the Agreement, under the heading “Acknowledgments,” shall be amended by adding the following at the end of the Section:

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

8. 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 this New York Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

AMRAMP, LLC:

FRANCHISEE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**AMENDMENT TO THE
AMRAMP® FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF OHIO**

In recognition of the requirements of the Ohio Business Opportunity Purchasers Protection Act, Ohio Revised Code §1334.01 *et seq.*, the parties to the attached AMRAMP® Franchise Agreement (“Franchise Agreement”) agree as follows:

1. Section 28 of the Franchise Agreement, entitled “Acknowledgements,” shall be amended by adding the following language at the end of the Section:

28.5 Cancellation. You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this Agreement. See the attached notice of cancellation for an explanation of this right.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Ohio Business Opportunity Purchasers Protection Act, 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 California Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

AMRAMP, LLC:

FRANCHISEE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

[Notice of Cancellation form (in duplicate) follows]

Notice of Cancellation

_____, 20____

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the Agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this Agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this Agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to AMRAMP, LLC at 358 North Street, Randolph, MA 02368, or send a fax to AMRAMP, LLC at _____, or an e-mail to AMRAMP, LLC at _____, not later than midnight of _____, 20____.

I hereby cancel this transaction.

_____, 20____

(Date)

(Purchaser's signature)

(Print name)

Notice of Cancellation

_____, 20____

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the Agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this Agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this Agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to AMRAMP, LLC at 358 North Street, Randolph, MA 02368, or send a fax to AMRAMP, LLC at _____, or an e-mail to AMRAMP, LLC at _____, not later than midnight of _____, 20____.

I hereby cancel this transaction.

_____, 20____

(Date)

(Purchaser's signature)

(Print name)

**ADDENDUM TO THE AMRAMP, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE COMMONWEALTH OF VIRGINIA**

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

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, Item 17.h. of the Franchise Disclosure Document shall be amended as follows:

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

2. Item 17 shall be supplemented by the addition of the following language at the end of the Item:

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

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

**ADDENDUM TO THE AMRAMP, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF WASHINGTON**

In recognition of the requirements of the Washington Franchise Investment Protection Act, §§ 19.100.010 through 19.100.940, the Franchise Disclosure Document of AMRAMP, LLC for use in Washington shall be amended as follows:

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

2. Item 17 shall be supplemented with the following:

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

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

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

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

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

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

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

9. 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 Washington Franchise Investment Protection Act, Chapter 19.100 RCW, are met independently without reference to this Addendum.

**AMENDMENT TO THE
AMRAMP® FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF WASHINGTON**

In recognition of the requirements of the Washington Franchise Investment Protection Act, §§ 19.100.010 through 19.100.940, the parties to the attached AMRAMP® Franchise Agreement (the “Franchise Agreement”) agree as follows:

1. Section 1.3 of the Franchise Agreement, under the heading “Your Territory,” shall be amended by adding the following language after Section 1.3.2:

1.3.3 We agree not to compete unfairly with you within your Territory.

2. Section 26.1 of the Franchise Agreement, under the heading “Applicable Law” shall be amended by adding the following language at the end of the Section:

Notwithstanding anything to the contrary herein, no provision of this Franchise Agreement shall be deemed to constitute a waiver of compliance with any provision of the Washington Franchise Investment Protection Act.

If any of the provisions of this Franchise Agreement conflict with the Washington Franchise Investment Protection Act, the provisions of the Washington Franchise Investment Protection Act shall prevail with regard to any franchise sold in Washington.

3. Section 26.3 of the Franchise Agreement, under the heading “Arbitration” shall be amended by adding the following language at the end of the Section:

Notwithstanding anything to the contrary herein, 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.

3. Sections 28.1, 28.2, and 28.4 of the Agreement, under the heading “Acknowledgments,” are hereby deleted in their entirety.

4. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act, §§ 19.100.010 through 19.100.940 are met independently without reference to this Amendment.

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

AMRAMP, LLC:

By: _____

Name: _____

Title: _____

FRANCHISEE:

By: _____

Name: _____

Title: _____

EXHIBIT L

STATE EFFECTIVE DATES

State Effective Dates

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

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

State	Effective Date
California	<i>Pending</i>
Illinois	<i>Pending</i>
Maryland	<i>Pending</i>
Minnesota	<i>Pending</i>
New York	<i>Pending</i>
Washington	<i>Pending</i>

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 M

RECEIPT (IN DUPLICATE)

RECEIPT
(Franchisee Copy)

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 AMRAMP, 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.

If AMRAMP, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the relevant state agency as noted in Exhibit A.

We authorize the agents listed in Exhibit B to receive service of process for us.

The name, principal business address, and telephone number of the franchise seller(s) offering this franchise is/are identified with a check mark below:

☐	Justin Gordon	☐	James Lutz
☐	Patrick Arnold	☐	Jon Gordon
☐	Conor Sweeney	☐	Bradley Homan
☐		☐	

The principal business address and telephone number for the individuals listed above is 358 North Street, Randolph, MA 02368, (800) 649-5215.

Issuance Date: April 29, 2024 (see Exhibit L for state effective dates).

I received a disclosure document dated April 29, 2024, that included the following Exhibits:

- | | |
|--|--|
| A List of State Administrators | H Promissory Note |
| B List of Agents for Service of Process | I Insurance Premium Program Letter Agreement |
| C List of Current and Former AMRAMP® Franchisees | J Confidentiality Agreement |
| D Financial Statements | K State Addenda |
| E Franchise Agreement (with exhibits) | L State Effective Dates |
| F Renewal Addendum to the Franchise Agreement | M Receipt (in duplicate) |
| G Release Agreement | |

Prospective Franchisee:_____

Date:_____

Print Name:_____

PLEASE RETAIN THIS COPY FOR YOUR RECORDS

RECEIPT
(Franchisor Copy)

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 AMRAMP, 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.

If AMRAMP, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the relevant state agency as noted in Exhibit A.

We authorize the agents listed in Exhibit B to receive service of process for us.

The name, principal business address, and telephone number of the franchise seller(s) offering this franchise is/are identified with a check mark below:

☐	Justin Gordon	☐	James Lutz
☐	Patrick Arnold	☐	Jon Gordon
☐	Conor Sweeney	☐	Bradley Homan
☐		☐	

The principal business address and telephone number for the individuals listed above is 358 North Street, Randolph, MA 02368, (800) 649-5215.

Issuance Date: April 29, 2024 (see Exhibit L for state effective dates).

I received a disclosure document dated April 29, 2024, that included the following Exhibits:

- | | |
|--|--|
| A List of State Administrators | H Promissory Note |
| B List of Agents for Service of Process | I Insurance Premium Program Letter Agreement |
| C List of Current and Former AMRAMP® Franchisees | J Confidentiality Agreement |
| D Financial Statements | K State Addenda |
| E Franchise Agreement (with exhibits) | L State Effective Dates |
| F Renewal Addendum to the Franchise Agreement | M Receipt (in duplicate) |
| G Release Agreement | |

Prospective Franchisee: _____

Date: _____

Print Name: _____

PLEASE RETURN THIS COPY TO AMRAMP, LLC
358 North Street, Randolph, MA 02368