

## FRANCHISE DISCLOSURE DOCUMENT



Casago International LLC  
15475 N. Greenway Hayden Rd., Ste. B2  
Scottsdale, AZ 85260  
(877) 525-0999  
www.casago.com  
Franchisesales@casago.com

We franchise the right to operate a single “Casago” full-service property management business providing short-term vacation and corporate housing rentals and property management services.

The initial investment required for the establishment of a Casago Business ranges from \$23,000 to ~~\$378,000~~1,287,000. This amount includes \$14,000 to \$112,000 that must be paid to us or an affiliate.

This disclosure document summarizes certain provisions of your ~~franchise agreement~~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 fourteen (14) calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our corporate office at 15475 North Greenway Hayden Road, Suite B-2, Scottsdale, AZ 85260, or via telephone at (877) 525-0999.

The terms of your Franchise Agreement will govern your franchise relationship. Don’t rely on the disclosure document alone to understand your contracts. Read all of your contracts carefully. Show your contracts and this disclosure document to an advisor, ~~like~~such as 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](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

**Issuance Date: ~~May 16, 2024~~**

April 4, 2025

## How to Use This Franchise Disclosure Document

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

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

## 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~~[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~~[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~~[Franchise Agreement](#) grants you a territory, the franchisor may have the right to compete with you in your territory.

**Renewal.** Your ~~franchise agreement~~[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~~[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 that 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~~[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~~[Franchise Agreement](#) requires you to resolve disputes with the franchisor by ~~mediation and/or litigation~~[arbitration](#) only in Arizona or in the state where Franchisor's headquarters is then-located. Out-of-state ~~mediation or litigation~~[arbitration](#) may force you to accept a less favorable settlement for disputes. It may also cost more to ~~mediate or litigate~~[arbitrate](#) with the franchisor in Arizona or in the state where Franchisor's headquarters is then-located than in your own state.
2. **Financial Condition**. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.
3. **Short Operating History**. The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
4. **Mandatory Minimum Payments**. You must make minimum royalty payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

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

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- Exhibit A -- List of State Administrators/Agents for Service of Process
- Exhibit B -- Table of Contents of Operations Manual
- Exhibit C -- Financial Statements
- Exhibit D -- Franchise Agreement
- Exhibit E -- Sample Termination and Release Agreement
- Exhibit F -- List of Franchisees
- Exhibit G -- List of Franchisees Who Have Left the System
- Exhibit H -- State Specific Addenda
- Exhibit I -- Compliance Certification
- Exhibit J -- State Effective Dates
- Exhibit K -- Receipts

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

The Franchisor

To simplify the language in this Franchise Disclosure Document, “Casago” “we” or “us” means Casago International LLC, the franchisor of this business. “You” or “Franchisee” means the person or entity who buys the franchise ~~and includes your owners if you are a corporation or other business. If an entity buys the franchise, certain references to “you” or “Franchisee” may refer to the~~ entity’s owners or management.

Casago International LLC is an Arizona limited liability company formed on May 14, 2020. Our principal business address is 15475 North Greenway Hayden Road Suite B2, Scottsdale, AZ 85260. We began offering Casago franchises in April of 2021. We do not do business under any name other than our corporate name and the name “Casago”. We have not offered franchises in any other line of business. Additionally, we do not engage in any other major business activities outside of the Casago franchise system. Our agents for service of process are listed in Exhibit A of this Disclosure Document.

Parents, Predecessors and Affiliates

~~We currently have three (3) affiliates~~

We are owned by Casago Holdings, LLC, a Delaware limited liability company with a principal address of 15475 North Greenway Hayden Road Suite B2, Scottsdale, AZ 85260 (“Casago Holdings”). Casago Holdings is owned by Casago Global Holdings, LLC, a Delaware ~~limited liability company~~ with a principal address of 15475 N. Greenway Hayden Loop #B2, Scottsdale, AZ 85260 (“Casago Global”). Casago Global is controlled by Wandercraft LLC, an Arizona limited liability company with a principal address of 15475 N. Greenway Hayden Loop #B2, Scottsdale, AZ 85260 (“Wandercraft”). Wandercraft is controlled by Steve Schwab, our Founder and Chief Executive Officer.

~~Our affiliate, High Desert Travel, Inc., an Arizona corporation, Casago Utah, LLC, a Utah limited liability company, and Signature Rentals California, Inc., a California corporation. High Desert Travel, Inc.~~ has its principal address at 15475 N Greenway Hayden Loop, Suite B2, Scottsdale, AZ 85260. It operates Casago Businesses in Phoenix, Sedona and Tucson, AZ and provides certain administrative services to us. It has been in operation since January 2006. ~~Casago Utah, LLC and has never offered franchises in any line of business.~~ Our affiliate, Zia Consulting, Inc., an Arizona corporation, has ~~its~~ principal address at ~~1960 Sidewinder Dr Ste 104, Park City, UT 84060. It operates a Casago Business in Park City, Utah and~~ 15475 N Greenway Hayden Loop, Suite B2, Scottsdale, AZ 85260. It provides marketing and advertising consulting services to certain Casago franchisees. It has been in operation since ~~July 2019.~~ ~~Signature Rentals, Inc. is located at 120 W Mission St, Santa Barbara, CA 93101. It operates a Casago Business in Santa Barbara, CA and has been in operation since August 2016. Other than as disclosed here, we~~ 2003. It has never operated the type of business that you will operate under the Franchise Agreement and has never offered franchises in any line of business. We have no other parents, predecessors, or affiliates that are required to be disclosed in this Item 1.

Proposed Vacasa Merger and Sale of Vacasa Markets

On December 30, 2024, Casago Holdings entered into an Agreement and Plan of Merger (the “Merger Agreement”) with Vacasa, Inc., a Delaware corporation listed on the Nasdaq Global Select Market under the symbol “VCSA” (“Vacasa Pubco”), Vacasa Holdings LLC, a Delaware limited liability company and wholly owned subsidiary of Vacasa (“Vacasa Opco”), and certain other parties named in the Merger Agreement. Vacasa Opco and its subsidiaries (“Vacasa”) operate a vertically integrated vacation rental

management platform in North America. Vacasa Pubco is a holding company and its principal asset is its equity interest in Vacasa Opco. The principal business address of Vacasa Pubco and Vacasa Opco is 850 NW 13th Avenue, Portland, OR 97209. If the transactions contemplated in the Merger Agreement are consummated (the “Vacasa Merger”), Vacasa Opco and, indirectly, its subsidiaries will become wholly owned by Casago Holdings. In addition, upon the closing of the Vacasa Merger, certain investor groups will acquire equity interests in Casago Holdings, which will result in Casago Global no longer holding a controlling interest in Casago Holdings. Consummation of the transactions contemplated in the Merger Agreement are subject to the satisfaction or waiver of a number of conditions but, as of the issuance date of this Franchise Disclosure Document, we expect the Vacasa Merger to occur in the spring of 2025.

Following the Vacasa Merger, Casago Holdings intends to sell property management contracts and certain related assets of Vacasa in specific markets (each, a “Vacasa Market”) to qualified buyers, on terms satisfactory to Casago Holdings, for the buyer to operate the market as a Casago franchisee. A buyer will enter into a negotiated definitive purchase agreement with Vacasa to acquire the Vacasa Market. The sale of a Vacasa Market will be conditioned on, among other things, the buyer being qualified by us as a franchisee and entering into a Casago Franchise Agreement for the purpose of operating as a Franchised Business (discussed below). If you are an existing operator and acquire a Vacasa Market, you must convert your entire operation within your Territory (as described below), including your existing operations and the operation of the Vacasa Market, to a Casago Business and operate the Franchised Business under the System using the Proprietary Marks, as further described below.

Vacasa has operated a vertically integrated vacation rental management platform in North America since 2009. Vacasa has never offered franchises in any type of business.

### The Franchised Business

We offer franchises for the establishment, development, and operation of a full-service property management business that focuses on short-term vacation rentals and corporate housing pursuant to the terms and conditions of the Casago ~~franchise agreement~~ Franchise Agreement (each a “Casago Business” or a “Franchised Business”). Additional services Casago Businesses offer include, but are not limited to, recruiting and onboarding rental property owners, marketing of rental units, developing pricing strategies for rental properties, operating trust ~~account~~ accounts for fees due to owners, processing guest payments, managing check in and out of guests, and managing housekeeping, maintenance and repair of properties, in addition to any other products or services that we may designate in the future (the “Approved Products and Services”).

Each Casago Business operates according to our unique system, which includes uniform specifications of products and services, standards of care, customer services practices; principles for working with owners, renters, employees and vendors; scheduling procedures; marketing; advertising; a proprietary learning system; software; and procedures for the operation and management of a Casago Business (the “System”).

You will provide all Approved Products and Services that we designate. Your Casago Business will operate under the mark “Casago” and other associated marks that we now and in the future may designate as part of the System (collectively, the “Proprietary Marks”). ~~However, existing operators who become Casago Businesses will bear~~ If you are currently operating a short-term rental property management business with an established inventory of rental properties (an “existing operator”), we may, depending on the circumstances, agree to allow you to use the “Casago” mark in a blended format ~~for a predetermined amount of time, after which time will operate only under our Proprietary Marks only under guidelines we establish.~~ You will operate your Casago Business within a territory (the “Territory”) that

we designate and identify on the data sheet of the Franchise Agreement (the “Data Sheet”). You ~~may~~must operate the ~~Franchised~~business yourself or have a designated manager for the Casago Business who operates from a home office or other location, ~~which must be~~ within the Territory or within a 30-minute driving radius of the Territory. We do not require you to lease office space. ~~If and we do not require that you maintain a particular office location within the Territory. However, if~~ you choose to operate the Franchised Business from a ~~leased premises~~central location, you must notify us of the location, ~~which must be located in your Territory. For reference purposes, your home office location, or, if applicable, your leased premises, is referred to as the “Approved Location”. You will not be permitted to operate your Franchised Business at any location other than your Approved Location unless you secure our prior written consent.~~

Existing operators will adhere to a brand conversion timeline, during which time their current brand will transition to Casago ~~as the primary headline~~or a blended format. This transition ~~is expected to~~will occur over a period of up time agreed to ~~three years~~by you and Casago. However, the phrase "Powered by Casago" or such similar phrase we designate must be integrated into all digital or print advertising materials ~~per brand standards no more than 90 days after signing the Franchise Agreement~~immediately upon the start of your Casago Business.

We have a multi-market account program (the “Multi-Market Account Program”) in which we have the exclusive right to negotiate and enter into agreements to provide services to customers with operations spanning more than one geographic market (collectively, “Multi-Market Accounts”). So long as your Casago Business remains in good standing within our System, we may, but are not required, to offer you the option to perform such work in your Territory (defined below),<sup>2</sup> but we may also provide such services ourselves or contract with a third-party,<sup>2</sup> including another Casago franchisee,<sup>2</sup> to perform such services in your Territory. See Item 12 for more information about our Multi-Market Account Program.

### Market and Competition

The market for your Casago Business will be owners and agents of residential rental properties. Your Casago Business will compete primarily with other property management service providers. The property management industry in general is a mature and highly competitive industry. The services provided by the Casago Business can be year-round or seasonal depending on geography since the market is primarily hosts of residential homes that are used as vacation rental and corporate housing locations. Your competitive advantage will be based on your compliance with our System standards, your focus on customer service, and your managerial and entrepreneurial abilities.

### Industry Specific Regulations

The Casago Business is subject to the laws and regulations in your Territory’s county, state or municipality regarding the operation of the Casago Business. Specifically, your Casago Business may be subject to laws pertaining to real estate leasing, property management and short term or vacation rental regulations. You are advised to examine these laws and regulations before purchasing a franchise from Casago. You must comply with all laws and regulations and any laws pertaining to the regulation of Casago Businesses, including, without limitation, all government regulations relating to occupational hazards and health-trade regulations, worker’s compensation, and unemployment insurance.

You are also subject to employment laws such as the Fair Labor Standards Act and various state laws governing such matters as minimum wages, overtime and working conditions. We have not investigated the laws or regulations applicable to your Casago Business. You are solely responsible for investigating all applicable federal, state, and local laws and regulations, and your cost to comply with such laws and regulations, and you should do so before purchasing a franchise from us. We strongly suggest that you

consult with an attorney, consultant and/or financial advisor regarding such regulations prior to purchasing a franchise from us. Applicable laws and regulations are subject to change.

**ITEM 2**  
**BUSINESS EXPERIENCE**

**Steve Schwab: Founder and ~~President~~ Chief Executive Officer**

Steve is our Founder and has served as our Chief Executive Officer or President since our inception. Steve has also served as the Founder and CEO of ~~our affiliate~~, High Desert Travel, Inc., located in Scottsdale, AZ, since January 2001. In addition, Steve has served as President of Zia Consulting, located in Scottsdale, AZ, since April 2003.

### **Joseph Riley: President**

Joseph has served as our President since August 2024. Joseph has also served as Chief Executive Officer of PFH Op Co, LLC and its affiliates, located in Chattanooga, Tennessee, since 2019. From 2013 to 2021, Joseph was a Captain of the United States Army, serving in numerous locations.

### **Catrina Wakefield: Director, Business Development**

Catrina has served as our Director of Business Development since our inception. Katrina has also served as Director of Global Business Development of ~~our affiliate~~, High Desert Travel, Inc., located in Scottsdale, AZ, since April 2016.

### **Jeremy Frost — Director of Strategic Partnerships**

~~Jeremy has served as our Director of Strategic Partnerships since May 2023. Jeremy served as an Executive Assistant and Project Manager for Ellison Ventures, LLC from January 2019 to June 2023.~~

## **ITEM 3 LITIGATION**

No litigation is required to be disclosed in this Item.

## **ITEM 4 BANKRUPTCY**

No bankruptcies are required to be disclosed in this Item.

## **ITEM 5 INITIAL FEES**

### **Initial Franchise Fee**

#### **New Operators**

~~You~~If you are not an existing operator, as described below, you must pay an initial franchise fee of between \$14,000 and \$112,000 for the right to operate a Casago Business. The amount of the initial franchise fee will depend upon the “Tier” under which your Territory is classified. There are currently four Tiers, which are determined based on our market demographic evaluation (“MDE”) for your proposed Territory. We currently use industry-recognized, third-party short-term rental data and analytics to determine the MDE. We determine the MDE (and consequently, the Tier of your Casago Business); based on a number of demographic and market factors, including the total number of currently available ~~vacation homes~~short-term rental units in the Territory, the average total number of rented nights per unit, and the average daily rental rate in the Territory.

The initial, one-time franchise fee ("Initial Franchise Fee") imposed for each Tier is disclosed in the below table:

Tier	Initial Franchise Fee
Tier 4	\$14,000
Tier 3	\$28,000
Tier 2	\$56,000
Tier 1	\$112,000

### Existing Operators

~~Existing Operators with established inventory~~ If you are an existing operator, you will pay an ~~initial, one-time franchise fee~~ Initial Franchise Fee of \$28,000 regardless of the Tier ~~that their~~ of your Territory.

Whether you are a new operator or an existing operator, you will pay the Initial Franchise Fee in full at the time you sign your Franchise Agreement. The Initial Franchise Fee is non-refundable upon payment.

The Initial Franchise Fee for a second and any subsequent Casago Business will be eighty percent (80%) of the applicable then-current Initial Franchise Fee.

### Veteran Discount

We will reduce our Initial Franchise Fee by twenty percent (20%) for the first Casago Business purchased by honorably discharged United States military veterans who will own a majority interest in the Casago Business, provided that the veteran meets our qualifications for new franchisees. This discount does not apply to your second and any subsequently purchased Casago Businesses.

### Grand Opening Marketing Requirement

#### New Operators

If you are a new operator, you must ~~expend~~ spend between \$2,000 and \$5,000 (the "Grand Opening Marketing Requirement") to conduct a grand opening marketing campaign (the "Grand Opening Marketing Campaign") during your first sixty (60) days of operation, the amount of which will vary depending upon your Territory. We will determine the exact amount of the Grand Opening Marketing Requirement during the franchisee onboarding process while establishing your marketing strategy. We may designate a different time period for you to conduct the Grand Opening Marketing Campaign. We reserve the right to collect the Grand Opening Marketing Requirement and conduct the Grand Opening Marketing Campaign for you. If we do so, the Grand Opening Marketing Requirement is non-refundable when paid.

#### Existing Operators

If you are an existing operator, you will not have a Grand Opening Marketing Requirement.

Purchase Price for Vacasa Market

In addition to the other fees described in this Item 5 if, following the Vacasa Merger, you purchase a Vacasa Market, you will pay Vacasa a purchase price for such market, which price, in addition to any other consideration for the purchase, will be set forth in the definitive purchase agreement entered into by you and Vacasa.

**ITEM 6  
OTHER FEES**

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty Fee	Based on a sliding scale and determined by your Gross Rental Revenues each year. The scale is as follows:  \$0 to \$3,000,000: 3.5%  \$3,000,001 to \$5,000,000: 3%  \$5,000,001 to \$7,000,000: 2.5%  \$7,000,001 to \$10,000,000: 2%  Over \$10,000,001: 1.5%	Paid to us on the 15 <sup>th</sup> of each month for the preceding month via EFT. The balance of the Minimum Annual Royalty <u>for each calendar year</u> , if applicable, is due <del>within</del> <u>five (5) days of invoicing by January 15 of the following year.</u>	You must pay us a “Minimum Annual Royalty” each <u>calendar</u> year during the Term. The amount of the Minimum Annual Royalty will depend on your Franchise’s Tier.  See Notes 2(c) and 2(d) below for more information about Royalty Fee and Minimum Annual Royalty.
System Marketing Fund Contribution	<del>Currently not assessed; If implemented, one</del> <u>One</u> half percent (0.5%) of your Gross Rental Revenue, which we may increase up to one percent (1%) at our discretion.	At the same time and in the same manner as the Royalty Fee.	The System Marketing Fund Contribution is used to maximize recognition of the Proprietary Marks and the System.
Local Marketing Requirement	This amount varies depending on your <del>territory</del> <u>Territory</u> .	Quarterly	This is the amount you must spend to market in your Territory. It is paid to advertising suppliers you choose, not to us. We may require you to provide us with monthly reports detailing your local advertising expenditures. Your Local Marketing Requirement does not apply during the Grand Opening period (first 60 days after opening). If Franchisee is a new <u>operator</u> or <u>is an</u> existing operator generating less than \$1,000,000 annual rent

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
			<p>revenue, <del>Franchisor designates</del>, Franchisee will be required to participate in the “Casago <u>Owner Marketing Service</u>”, as designated by Franchisor, and expend all or some portion (as Franchisor designates) of the Local <del>Advertising</del> <u>Marketing Requirement</u> on designated activities or materials that are provided by Franchisor’s designated or approved supplier(s) for these types of services.</p>
Regional Advertising Cooperative	Amount set by cooperative.	As set by the cooperative	<p>We have not currently established a Regional Advertising Cooperative. If such a <del>Cooperative</del> <u>cooperative</u> is established, any contribution you make to such <del>Cooperative</del> <u>cooperative</u> will be credited to your Local <del>Advertising</del> <u>Marketing Requirement</u>, and your maximum contribution to such <del>Cooperative</del> <u>cooperative</u> will not exceed your Local <del>Advertising</del> <u>Marketing Requirement</u>. Franchisor-owned outlets will have the same voting power in such <del>Cooperatives</del> <u>cooperatives</u> as franchisee-owned outlets.</p>
Casago Owner Marketing Service	<p>Our then current fee. Currently <u>the standard fee for this service is \$<del>750/month</del>900/month.</u> <u>This is subject to increase in our discretion for franchisees who have failed to meet growth targets for two or more consecutive quarters.</u></p>	At the same time and in the same manner as the Royalty Fee.	<p>Payable to us to prepare marketing for your territory. This is in addition to your minimum Local Advertising Requirement.</p> <p>This is only required for operators generating less than \$1,000,000 <u>in annual <del>rent</del> <u>revenue</u></u> <u>Gross Rental Revenue or who have failed to meet established growth targets for two or more consecutive quarters.</u></p>

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
<p>Initial <del>Franchise Training Fee</del> Additional Training Fees</p>	<p>\$0 for any person attending <u>as the <del>Initial Franchise Training</del> initial Designated Manager and other individuals who attend</u> at the <u>same</u> time as the <del>Franchisor owner and General Designated</del> Manager <del>(if applicable)</del>. <u>Otherwise, our then current rate, which is currently \$1,500 per person.</u></p>	<p>Before training begins- <u>Upon or otherwise upon</u> request</p>	<p>This fee may be increased by us on thirty (30) days written notice.</p> <p><del>The Franchisor owner and General Manager (if applicable) must attend our Initial Franchise Training.</del> <del>If you or</del> <u>If the Designated Manager and</u> any employees you select to attend the Initial Training Program are not able to attend at the same time, we reserve the right to charge an <del>Additional Initial</del> Training Fee <del>of (currently \$1,500 per person)</del> for those who attend at a later time <del>unless previously agreed upon.</del></p> <p>If the initial staff member you select to attend the Initial Training Program <del>with you</del> fails to pass the Initial Training Program, you will be required to <u>have them repeat such training or</u> send a second staff member <del>instead to the</del> <u>Initial Training Program</u>, and we reserve the right to charge you an <del>Additional Initial</del> Training Fee to do so.</p> <p>If you must send a staff member to the Initial Training Program due to turnover during your ongoing operations, we reserve the right to charge you an <del>Additional Initial</del> Training Fee.</p>
<p>Casago Professional Support Visits</p>	<p>Our <u>then current fee, which is currently \$1,500 per visit, plus our</u> costs incurred for travel and lodging.</p>	<p>Upon request</p>	<p><del>Up to one time per year;</del> <del>we</del> We may conduct <del>an</del> onsite <del>visit</del> <u>visits</u> to help support your business needs. <u>These visits may be done once a year in our discretion and more often upon agreement</u></p>

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
			<p><u>between you and us.</u> You are responsible for <u>our professional support visit fee (currently \$1,500 per visit)</u> and the costs of our representatives' travel and lodging to conduct onsite support visits.</p> <p>Each visit is defined by one person for up to 3 days and 4 nights. You are responsible for the expense of economy travel and lodging.</p>
<u>Ongoing Assistance Fee</u>	<u>Currently we do not charge for this service, but may establish a standard rate in the future.</u>	<u>Upon request</u>	<u>If we provide continuing consultation or assistance regarding your management or operation, we reserve the right to establish a rate for such service.</u>
Technology Fee	Not currently assessed. If implemented, our then-current technology fee (the "Technology Fee").	Either (i) at the time of payment and in the same manner as your Royalty Fee (if paid to us), or (ii) at such date required by the vendor if paid to the vendor.	<p>This fee, if implemented, will support certain technology and IT-related services and/or other tools we determine to provide as part of the System, which may include, without limitation, web hosting, System website, email hosting, <u>or</u> customer relationship management systems, <del>etc.</del></p> <p>We may require that this Technology Fee be paid, in whole or in part, to <del>an</del> us, an affiliate, or a designated supplier. We reserve the right to <u>implement or</u> increase the Technology Fee upon sixty (60) days' notice.</p>
Annual Conference	Our then-current attendance fee. Currently estimated between \$500 to \$800 per attendee.	As incurred.	We may schedule and hold an annual conference, <del>as we deem necessary.</del> <u>You are required to send at least one person to the annual conference, plus one</u>

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
			<p><u>additional person if your franchise generated at least \$7 million of Gross Rental Revenue in the prior calendar year.</u> You will be responsible for the costs and expenses you incur in connection with any annual conference (lodging, travel, meals, etc.), and we <del>reserve the right to will</del> charge you our then-current attendance fee. <del>We currently do not require you to attend our annual conference.</del></p>
<p>Online Travel Agency (OTA) Channel Connection Fee</p>	<p>Direct <del>OTA</del> connections from the property management software <u>to an OTA</u> will be provided at <del>a our then-current fee of 1</del> (currently 0.485% of Gross Rental Revenue) <u>for any reservation that is booked made</u> via the OTA <del>software channel connection.</del> <del>This fee is subject to increase up to 1.5% of Gross Rental Revenue booked.</del></p>	<p>At the same time and in the same manner as the Royalty Fee:</p>	<p>Payable directly to us. This rate is subject to change based on our costs and expenses in providing the <del>same</del> <u>connection.</u></p>
<p><del>Casago.com</del> <u>Franchisor</u> Booking Channel Fee</p>	<p>Then current fee, currently five percent (5%) of <del>gross rental revenue</del> <u>Gross Rental Revenue</u> for reservations booked via <u>casago.com and other Franchisor-affiliated sites</u> (the “Booking Channel Fee”). We may increase the Booking Channel Fee up to ten percent (10%) during the term of the Franchise Agreement.</p>	<p>At the same time and in the same manner as the Royalty Fee:</p>	<p>Payable directly to us. This rate is subject to change based on our costs and expenses in providing the same. Casago allows <u>you</u> the ability to add a guest facing fee <del>or rate inflator</del> to your <del>casago.com</del> listings <u>on Casago.com or other Franchisor-affiliated sites.</u></p>
<p>Insufficient Funds</p>	<p>\$250 per incident</p>	<p>As incurred:</p>	<p>This fee applies to EFT returns for insufficient funds.</p>
<p>Interest on Late Payments</p>	<p>The <del>higher</del> <u>lesser</u> of eighteen percent (18%) per annum or the maximum permitted by law</p>	<p>Fifteen (15) days after billing</p>	<p>Payable on all overdue amounts. Interest accrues from the original due date until paid in full.</p>
<p>Attorney Fees and Costs</p>	<p>Reimbursement of our actual costs:</p>	<p>As incurred:</p>	<p>You must reimburse us for our attorneys’ fees and any court costs that we <del>are forced to</del> incur in connection with enforcing or protecting our</p>

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
			rights under your Franchise Agreement, including the costs associated with a collection action for amounts that are past due.
Indemnification	Actual costs of indemnification.	When incurred-	You must reimburse us for our attorneys' fees and other costs that we incur in connection with any third-party claims brought against us that arise out of, or are related to, the operation of your Casago Business.
Insurance Reimbursement	Will vary according to circumstance.	Upon our demand-	If you fail to obtain required insurance, we may <del>obtain such insurance at your expense</del> (but are not required to <del>do so</del> ) and <del>charge you for our cost to do so, in which case we also reserve the right to charge</del> <u>obtain such insurance plus</u> an administrative fee of fifteen percent (15%) of the <del>cost we expend on your behalf</del> <u>premiums</u> . Otherwise, these payments are made directly to your third-party insurance provider.
Emergency Management Fee	Up to Five percent (5%) of Gross Rental Revenue plus expenses- <u>(in addition to Royalties and other fees payable to us)</u>	Paid at the same time and in the same manner as the Royalty Fee	This only applies if we exercise our step-in rights to operate/manage your Casago Business if you fail to cure breaches or become disabled or deceased and do not have a succession plan in place with an appointed <del>leader</del> <u>manager</u> with the ability to run the business.
<u>Termination Fee</u>	<u>Equal to the amount of Monthly Royalties we would have been entitled to for the remainder of the ten year term of the Franchise Agreement, assuming you had met your Gross Rental Revenue Minimum Growth Targets</u>	<u>Immediately upon termination of the Franchise Agreement for your default</u>	<u>Payable only if we terminate the Franchise Agreement for your default.</u>
<u>Transfer Fee</u>	<u>50% of the Initial Franchise Fee</u>	<u>Prior to transferring the Casago Business or</u>	

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
		<a href="#">assigning the Franchise Agreement to another party</a>	

### Explanatory Notes

1. General. The table above provides recurring or isolated fees or payments that you must pay to us or our affiliates or that we or our affiliates impose or collect in whole or in part on behalf of a third party or that you are required to spend by the Franchise Agreement. All fees and expenses described in this Item 6 are non-refundable. ~~Except as otherwise indicated in the chart above, we uniformly impose all fees and expenses listed and they are payable to us and/or designated vendors~~ and are fully earned upon receipt.
  
2. Royalty.
  - a. Gross Rental Revenue. “Gross Rental Revenue” includes all rental income [and income or fees from cancellations](#) that you derive or receive directly or indirectly from, through, by or on account of the ~~operation~~[rental](#) of ~~the Casago Business~~[real properties](#) at any time after the signing of your Franchise Agreement, in whatever form and from whatever source, as well as business interruption insurance proceeds, all without deduction for expenses including marketing expenses. However, the definition of Gross Rental Revenue does not include income you earn from cleaning, maintenance, or any other fees that you may charge to renters or owners or sales tax that is collected from customers and transmitted to the appropriate taxing authorities.
  
  - b. Gross Rental Revenue Report. ~~We~~[You](#) will ~~pull~~[provide us](#) a [monthly](#) Gross Rental Revenue Report ~~(~~[from your property management software by the third business day of the following month and an annual Gross Rental Revenue Report by January 15<sup>th</sup> of the subsequent year \(the monthly Gross Rental Revenue Report and the annual Gross Rental Revenue Report are collectively referred to herein as the “Revenue Report”\)~~each month, at the same time your Royalty Fee is collected~~. Each Revenue Report will set forth: \(i\) your Gross Rental Revenue generated during the period; \(ii\) your calculation of the Royalty and, if applicable, System Marketing Fund Contribution, \[OTA Channel Connection Fee\]\(#\), and \[Booking Channel Fee\]\(#\); and \(iii\) any other information we may require. We may change the form and content of the Revenue ~~Reports~~\[Report\]\(#\) from time to time. If we ~~are unable to pull~~\[have access to your property management software, we will pull the Revenue Report directly from the property management software. If we do not have access to the property management software, you will provide the Revenue Report. If we do not have\]\(#\) a Revenue Report ~~by the first \(1st\) of the month when due~~ for any reason, then we may process an EFT transfer for that month based on the most recent Revenue Report \[in our possession or based on our reasonable estimate\]\(#\). The amount withdrawn will be adjusted \[once accurate revenue data is provided\]\(#\), and we will either credit you for the following month or withdraw additional funds as appropriate.](#)
  
  - c. Royalty. Franchisee must pay Franchisor a monthly royalty ~~equal to 3.5% of~~[based on](#) the Casago Business’ “Gross Rental Revenue”. ~~However, for the calendar year. The amount of the monthly royalty fee shall be reduced as determined by the sliding cumulative gross rental revenue scale below~~ (the “[Monthly](#) Royalty”).

1. ~~The~~ is calculated based on a scale that decreases the royalty rate as your total Gross Rental Revenue increases during the year. In any given year, your first \$0 to \$3,000,000 of Gross Rental Revenue ~~each year will~~ would be billed at 3.5%.

2. ~~The following \$3,000,001 to \$5,000,000~~ subject to a royalty rate of 3.5%. Your next \$2,000,000 of Gross Rental Revenue in excess of \$3,000,000 that year would be subject to a royalty rate of 3%. Your next \$2,000,000 of Gross Rental Revenue that year in excess of \$5,000,000 would be subject to a royalty rate of 2.5%. Your next \$3,000,000 of Gross Rental Revenue ~~each year will be billed at 3%.~~

3. ~~The following \$5,000,001 to~~ in excess of \$7,000,000 of Gross Rental Revenue ~~each that year will~~ would be billed at 2.5%.

4. ~~The following \$7,000,001 to \$10,000,000 of Gross Rental Revenue each year will be billed at~~ subject to a royalty rate of 2%.

5. ~~Any Gross Rental Revenue each year over \$10,000,001 each~~ in excess of \$10,000,000 that year will would be billed at 1.5%

~~Your cumulative Gross Rental Revenue generated each year resets annually on January 1<sup>st</sup>~~ subject to a royalty rate of 1.5%. Each calendar year, your royalty rate will reset to 3.5%.

If you fail to pay a Monthly Royalty, we have the right to require you to pay the balance to us immediately, to reduce the size of your Territory, to terminate your Franchise Agreement, and/or to seek any other remedy permitted by law.

d. *Minimum Annual Royalty.* You must pay us a “Minimum Annual Royalty” each calendar year during the Term. ~~The amount of~~ in the first calendar year in which you operate the Casago Business, your Minimum Annual Royalty will depend be an amount we agree to in the Franchise Agreement based on the Tier for your Territory ~~falls under,~~ and the time of year at which you start operating the Casago Business. In subsequent calendar years, the amount of the Minimum Annual Royalty will be based on the Tier for your Territory and will increase each year during the Term, as ~~disclosed~~ set forth in the below table:

Minimum Annual Royalty Requirements				
	Tier 4	Tier 3	Tier 2	Tier 1
<u>Calendar Year 1</u>	<u>As agreed upon in Franchise Agreement</u>			
<u>Year 1</u>	<u>\$4,375</u>	<u>\$8,750</u>	<u>\$17,500</u>	<u>\$26,250</u>
<u>Calendar Year 2</u>	\$8,750	\$17,500	\$35,000	\$52,500
<u>Calendar Year 3</u>	\$13,125	\$26,250	\$52,500	\$78,750
<u>Calendar Year 4</u>	\$17,500	\$35,000	\$70,000	\$105,000
<u>Calendar Year 5+</u>	\$21,875	\$43,750	\$87,500	\$131,250

If you fail to pay the Minimum Annual Royalty ~~during any given year during the Term of your Franchise Agreement~~, we have the right to require you to pay the balance to us immediately, to reduce the size of your Territory ~~and/or~~ to terminate your Franchise Agreement, and/or to seek any other remedy permitted by law.

3. **Manner of Payment.** With the exception of the Initial Franchise Fee, you must pay all fees and other amounts owed to us and/or our affiliates through an electronic funds transfer program (the “EFT Program”), under which we automatically deduct all payments owed to us and/or our affiliates, from the bank account you provide to us for use in connection with EFT Program (the “EFT Account”). You must deposit all revenues from the operation of your Casago Business into this bank account within three days upon receipt, including cash, checks, and credit card receipts. For purposes of payment, at least ten (10) days prior to opening the Casago Business, you must provide us with: (i) your bank’s name, address and account number; and (ii) a voided check from the bank account if required by your bank for EFT payments. You must immediately notify us of any change in your banking relationship, including any change to the EFT Account. We reserve the right to require you to pay any ~~fees due~~ amounts payable under the Franchise Agreement by other means as we may specify from time to time.

**ITEM 7**  
**ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT<sup>1</sup>**

<b>TYPE OF EXPENDITURE</b>	<b>AMOUNT LOW</b>	<b>AMOUNT HIGH</b>	<b>METHOD OF PAYMENT</b>	<b>WHEN DUE</b>	<b>TO WHOM PAYMENT IS TO BE MADE</b>
Initial Franchise Fee <sup>2</sup>	\$14,000	\$112,000	Lump sum	When you sign the Franchise Agreement	Us
Rent (3 Months) <sup>3</sup>	\$0	<del>\$9,000</del> <u>18,000</u>	As arranged	As arranged	Landlord
Lease, Utility and Security Deposits <sup>4</sup>	\$0	<del>\$18,000</del> <u>20,000</u>	Lump sum	As incurred	Landlord and Third Parties
Leasehold Improvements <sup>5</sup>	\$0	<del>\$60,000</del> <u>100,000</u>	As arranged	As arranged	Third Parties
Furniture and Fixtures <sup>6</sup>	\$0	<del>\$100,000</del> <u>250,000</u>	As arranged	As arranged	Suppliers
Equipment and Office Set Up <sup>7</sup>	\$0	<del>\$3,000</del> <u>50,000</u>	As arranged	As arranged	Suppliers
Vehicles <sup>8</sup>	\$0	<del>\$26,000</del> <u>250,000</u>	As arranged	As arranged	Suppliers
Business Licenses, Registrations & Permits <sup>9</sup>	\$0	<del>\$500</del> <u>5,000</u>	As arranged	As arranged	Government Agencies
Professional Fees <sup>10</sup>	\$0	<del>\$5,000</del> <u>10,000</u>	As arranged	As arranged	Attorney, Accountant
Initial Inventory, Cleaning Supplies,	\$500	<del>\$2,000</del> <u>50,000</u>	As arranged	As incurred	Suppliers and Third Parties

TYPE OF EXPENDITURE	AMOUNT LOW	AMOUNT HIGH	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Print Materials <sup>11</sup>					
Insurance <sup>12</sup>	\$500	<del>\$1,000</del> <u>10,000</u>	As arranged	As arranged	Insurance Companies
Training Expenses <sup>13</sup>	\$3,000	\$25,000	As arranged	As arranged	Airline, Hotel, Meals, payroll.
Grand Opening Marketing <sup>14</sup>	\$0	\$5,000	As arranged	Within sixty (60) days of commencing operations	Suppliers or Us, as we designate
Software <sup>15</sup>	\$0	<del>\$1,500</del> <u>20,000</u>	As arranged	As arranged	Suppliers
Additional Funds (3 Months) <sup>16</sup>	\$5,000	<del>\$10,000</del> <u>100,000</u>	As incurred	As arranged	As determined by you
TOTAL <sup>17</sup>	\$23,000	<del>\$378,000</del> <u>1,287,000</u>			

#### Notes

Note 1: *General.* All fees and payments are non-refundable, unless otherwise stated or permitted by the payee. The chart above estimates your initial investment to begin operating a Casago Business. Actual costs will vary for each franchise depending on a number of factors including market conditions and the geographic location of your Casago Business. The fees and expenses listed here do not include the costs of or any associated fees and expenses you may incur from purchasing property management contracts of a third party (whether affiliated with Franchisor or not) for use in the Casago Business. In preparing the figures in this Item 7, we estimated the initial investment amounts in the following manner:

(a) For the low end of the range, we reviewed the historical investment made by new franchisees starting a Casago franchise with no existing property management business. Such franchisees typically have lower costs during the time they are building their business, as they generally have more limited needs with respect to office space, furniture and fixtures, vehicles, equipment, and other items that increase as the size of the business increases.

(b) For the high end of the range, we reviewed the operations of large, existing Vacasa Markets (1,000 or more properties) and estimated the costs necessary to support that size business.

Note 2: *Initial Franchise Fee.* ~~As of the date of this Disclosure Document, the~~The Initial Franchise Fee is between \$14,000 and \$112,000 for a Casago Business, depending upon the Tier of your Casago Business. You must pay the Initial Franchise Fee in full upon signing the Franchise Agreement. See Item 5 of this Disclosure Document for more information on the Initial Franchise Fee.

Note 3: *Rent (3 Months).* You may operate the Casago Business from a home-based office, but you ~~may~~are not permitted to meet guests or owners at your home. You may elect to operate the Casago Business from a suitable commercial office space. ~~We estimate that you will not need more than a small office to operate your franchise.~~ The high end of the range in this estimate represents the security deposit and first three months' rent for commercial office premises, if one should be required. The low end of the

range assumes that you will operate your Casago Business from your home office and will therefore not have any rent payments.

Note 4: *Utility and Security Deposits*. If you rent ~~an~~ office space, you may need to provide ~~rent payment deposits~~, security deposits for your lease, and ~~security~~ deposits for your utilities (such as gas, water and/or electricity). The low end of this range assumes that you will operate the Casago business from a home-based office and will therefore not be required to make additional utility and security deposits.

Note 5: *Leasehold Improvements*. The low end of the range presented in this estimate assumes you will operate the Casago Business from a home office, in which case you will not incur expenses for leasehold improvements. The high end assumes your office space will require remodeling to meet our standards and specifications.

Note 6: *Furniture and Fixtures*. The range reflects your cost to furnish your office space in accordance with our standards and specifications. The low end of this range assumes that you already have all necessary furniture and fixtures to commence operations of your Casago Business.

Note 7: *Equipment and Office Set-Up*. This is a range of expenses that will be incurred to obtain equipment to set up your office including a laptop or desktop computer with at least a 500 GB hard drive and 16 GB of RAM, a phone, and internet access at 30 MBS or better. The low end of this range assumes that you already own the specified equipment, and the high end of this range assumes that you will need to purchase all of the specified equipment and additional equipment for your employees.

Note 8: *Vehicles*. You are required to maintain one (1) vehicle that you will use to service homes. As your rental inventory grows, you may need to obtain and maintain additional vehicles in order to efficiently operate the Casago Business. The low end of this range assumes that you will use your own personal vehicle in the operation of your Casago Business. The high end of this range assumes that you need several vehicles to service your Territory.

Note 9: *Business Licenses, Registrations and Permits*. These are estimates of the costs for obtaining local business licenses which typically remain in effect for one (1) year. The cost of these permits and licenses ~~will~~may vary depending on the location of the Casago Business and the number of homes you service. We strongly recommend that you verify the cost for all licenses and permits required in your jurisdiction before signing the Franchise Agreement. The low end assumes you already have a business license or that one is not required.

Note 10: *Professional Fees*. We strongly recommend that you engage an accountant and a franchise attorney to advise you in your evaluation of the franchise we are offering. This range covers our estimated cost for you to do so. The low end assumes you already have an existing business in place.

Note 11: *Initial Inventory, Cleaning Supplies, Print Materials*. This estimate covers the costs we expect you will incur to obtain your initial inventory of general office supplies, cleaning supplies and print materials that you will need prior to opening.

Note 12: *Insurance*. These figures are estimates of the cost of the premiums for the insurance you must obtain and maintain for your Casago Business, as described in Item 8. Insurance premiums may be payable monthly, quarterly, semi-annually or annually, based on the insurance company's practices and your creditworthiness.

Note 13. *Training Expenses*. We provide initial training to you and your employees at no additional charge. These estimates include only your out-of-pocket costs associated with attending our initial

training program (the “Initial Training Program”), including travel, lodging, meals and applicable wages. These amounts do not include any fees or expenses for training any other personnel. Your costs may vary depending on your selection of lodging and dining facilities and mode and distance of transportation. Our Initial Training Program lasts for approximately five (5) days, not including travel days, at our corporate headquarters or at another location we designate. This training may also be conducted virtually if deemed appropriate by Franchisor.

Note 14: *Grand Opening Marketing*. You must expend between \$2,000 and \$5,000 (the “Grand Opening Marketing Requirement”) to conduct a grand opening marketing campaign (the “Grand Opening Marketing Campaign”) during your first sixty (60) days of operation. We may designate a different time period for you to conduct the Grand Opening Marketing Campaign. We must approve of your Grand Opening Marketing Campaign before it is conducted. We reserve the right to collect the Grand Opening Marketing Requirement and conduct the Grand Opening Marketing Campaign for you. However, if at the time you sign your ~~franchise agreement~~[Franchise Agreement](#), you are an existing business and you generate more than \$1,000,000 in annual rent revenue, we ~~may~~[will](#) waive the requirement that you conduct the Grand Opening Marketing Campaign. The low-end assumes you are an existing operator that generates more than \$1,000,000 in annual rent revenue.

Note 15: *Software*. In addition to any required software necessary to operate your Casago Business, you will also need to have accounting software and VOIP phone software to operate your Casago Business.

Note 16. *Additional Funds*. ~~We relied upon our affiliates’ experience in operating five similar Casago Businesses in estimating this range.~~ You will need capital to support ongoing expenses, such as payroll, rent payments if applicable, and advertising and marketing fees, if these costs are not covered by sales revenue for your first three months of operation. Our estimate does not include any sales revenue you may generate nor owner’s compensation. New businesses often generate a negative cash flow. We estimate that the amount given will be sufficient to cover ongoing expenses for the start-up phase of the business, which we calculate to be approximately three (3) months. This is only an estimate and there is no guarantee that additional working capital will not be necessary during this start-up phase or after.

Note 17. *Total*. ~~We relied upon our affiliate’s experience in operating five similar Casago Businesses when preparing these figures.~~ Your actual costs may vary greatly and will depend on factors such as your marketing and management skills, experience and business acumen; local economic conditions; the local market for the services; the prevailing wage rate; competition; and the sales level reached during the start-up phase. These amounts do not include any estimates for debt service. ~~The~~[Except as otherwise noted, the](#) costs outlined in this Item 7 are estimates taken into consideration for new operators. Existing property management businesses that convert to a Casago business may not be required to expend the amounts listed above in the event such obligation has already been fulfilled and otherwise meets our requirements and standards.

[Note 18. \*Purchase Price for Vacasa Market\*. You will incur additional costs if you purchase a Vacasa Market. The figures set forth above do not include the cost of acquiring the property management contracts in a Vacasa Market. If you purchase a Vacasa Market, you will pay Vacasa a purchase price for the property management contracts, which price, in addition to any other consideration for the purchase, will be set forth in the definitive purchase agreement entered into by you and Vacasa. The purchase price and terms for the acquisition of a Vacasa Market will depend on various factors, including size and location of the market. You will also incur transaction expenses in connection with acquiring a Vacasa Market, such as fees of attorneys and other advisors and professionals you engage to assist you with diligence, negotiation, and consummation of the transaction.](#)

## ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your Casago Business in conformance with the methods, standards, and specifications which we prescribe in our confidential operations and training manual and various other confidential manuals and writings prepared by us for use by you in operating a Casago Business (collectively, the “Operations Manual”), and which we may change and modify in our sole discretion. The Operations Manual shall remain confidential and is our exclusive property. You shall not disclose, duplicate or make any unauthorized use of any portion of the Operations Manual. The provisions of the Operations Manual constitute provisions of the Franchise Agreement as if they were fully written in the Franchise Agreement. We will provide you access to our Operations Manual during Initial Training. You shall ensure that your copy of the Operations Manual is current and up to date. If there is a dispute relating to the contents of the Operations Manual, the master copy, which we maintain at our corporate headquarters, will control.

We formulate and modify our standards and specifications for products and services based upon the collective experience of us and our franchisees. We have the right, under the Franchise Agreement, to change the standards and specifications applicable to the operation of the Casago Business, including standards and specifications for services, products, ~~signs, furnishings, supplies, fixtures~~ and equipment, by written notice to you or through changes in the Operations Manual. You may incur an increased cost to comply with these changes, which you must pay at your own expense; however, no change will materially alter your fundamental rights under the Franchise Agreement.

### Required ~~Purchases~~ Software

You must purchase and use ~~our Required Software~~ the property management software system that we select and any other technology systems, platforms, solutions, software and related services we require to operate your Casago Business, which consists primarily of our (the “Required Software”). In our discretion, we may agree to allow Existing Operators to continue using their current property management software. ~~In addition, any~~ for a limited period of time after signing the Franchise Agreement. Circumstances may arise in which we may require you to change or upgrade Required Software, or purchase new or replacement Required Software, and you must comply with those requirements as they arise and within the timeframes we establish.

### Booking Channels

You must participate in all property listing and booking websites and other channels (“Booking Channels”) that we specify as required in the Operations Manual (“Required Booking Channels”). Currently, casago.com is our only Required Booking Channel. You must comply with all requirements set forth in the Franchise Agreement, as well as all guidelines we established in the Operations Manual, related to Required Booking Channels or any other Booking Channels including, to the extent permitted by applicable law, those concerning listing price. Following the Vacasa Merger, we intend to require franchisees to list properties on vacasa.com as another Required Booking Channel. You will pay us the Booking Channel Fee for reservations booked through casago.com, vacasa.com and any other franchisor-affiliated Booking Channels.

### Owner Marketing Services

Any operator ~~new or existing~~ that is not generating more than \$1,000,000 in annual ~~rent revenue~~ Gross Rental Revenue or that fails to meet growth targets for more than two consecutive quarters is required to participate in our Owner ~~Acquisition Marketing Service~~.

~~Other than our Required Software and Owner Acquisition~~ Marketing Service, ~~we do not currently require you to use any other particular products or services to operate your Casago Business, however, we may require you to use other required products or services in the future.~~

### Required and Preferred Suppliers

We have the right to require you to purchase certain items, including but not limited to the Required Software that we designate, from us or other suppliers or distributors approved or designated by us (“Required Suppliers”) to: (i) better assure the quality of the Approved Products and Services and maintain our brands standards; (ii) assure the supply of the Approved Products and Services; and/or (iii) enable us, in our sole discretion to take advantage of marketplace efficiencies. ~~You will~~ We do not ~~receive~~ provide you with any material ~~benefit~~ benefits, such as renewal or granting you additional franchises, from you purchasing particular products or services or from using approved or designated suppliers.

We have identified preferred suppliers of products and services that franchisees typically use to operate their Casago Businesses (“Preferred Suppliers”). You are not required to use our Preferred Suppliers and may use any supplier you want for such products and services. While you must use the Required Suppliers we designate for our Required Software, Required Booking Channels, and Owner Marketing Service, currently you do not need to obtain our approval to use any suppliers of any other goods and services. However, you must ensure that the products and services you use to support your Franchise ~~franchise~~ operations are generally accepted in the industry and that none of the products or services you use would violate requirements in the Operations Manual or adversely affect the image of the Casago Franchisor's Brand.

Currently, we are the only Required Supplier for the ~~Casago~~ Owner Marketing Service. ~~We also have one Required Supplier for our Required Software. Steve Schwab, our founder and CEO, owns~~ Some of our officers own an interest in ~~our~~ the Required Supplier for our property management software. ~~He~~ Some of our officers also ~~has~~ own an interest in ~~our~~ the Preferred Supplier for our guest screening software and smart home technology software. Otherwise, none of our officers ~~owns~~ own an interest in any of our Required Suppliers or Preferred Suppliers. We reserve the right to designate ourselves or an affiliate of ours ~~(if and when established)~~ as a Required Supplier (including the sole Required Supplier) with respect to any item you must purchase in connection with your Casago Business in the future, ~~including for the services we provide as part of any Technology Fee we charge in the future.~~

We may develop proprietary products for use in your Casago Business, including private-label products that bear the Proprietary Marks, and we may require you to purchase these items from us or our affiliate(s).

We will provide you with a list of our Required and Preferred Suppliers in writing as part of the Operations Manual or otherwise in writing, and we may update or modify this list as we deem appropriate.

### Revenue from Required Purchases

The products or services we require you to purchase or lease from us or any Required Supplier, or purchase or lease in accordance with our standards and specifications, are referred to collectively as your “Required Purchases.” We estimate that your ~~required purchases and leases~~ Required Purchases will account for less than one percent (1%) of all purchases and leases necessary to open your Casago Business, and less than one percent (1%) of all purchases and leases necessary to operate your Casago Business.

We and our affiliates reserve the right to derive revenue and other material consideration from your ~~required purchases~~ Required Purchases. In the fiscal year ended December 31, ~~2023~~ 2024, neither we nor any affiliate ~~has~~ derived any revenue from required franchisee purchases or leases.

#### Purchasing Cooperatives and Right to Receive Compensation

We and/or our affiliates ~~(if and when formed)~~ may receive payments or other compensation such as rebates, commissions or other forms of compensation from Required or Preferred Suppliers or any other suppliers on account of these suppliers’ dealings with us, you, and/or other Casago Businesses in the System, ~~such as rebates, commissions or other forms of compensation~~. We may use any amounts that we receive from suppliers for any purpose that we deem appropriate. We and/or our affiliates may also negotiate supply contracts with our suppliers under which we are able to purchase products, equipment, supplies, services and other items at a price that will benefit us ~~and~~ our affiliates or our franchisees.

There are currently no purchasing or distribution cooperatives in existence for the System.

#### Supplier Approval

~~Casago International will continuously~~ We may, from time to time, source suppliers and vendors to procure ~~the best~~ preferred pricing to offer to our franchisees. ~~You~~ Unless otherwise agreed, you do not have the right to use any other supplier, other than our Required Suppliers, for ~~Required Products~~ required products or ~~Services~~ services used to operate your Casago Business. You are not required to use our Preferred Suppliers for any particular products or services, or to obtain our approval to use any other suppliers for these goods and services. As such, we do not currently have a program to approve any such suppliers.

#### Advertising

You must participate in all advertising and sales promotions we design to promote and enhance the collective success of all Casago Businesses operating under the System, including our System Marketing Fund, ~~once implemented~~. In all aspects of these programs, including without limitation, the type/quantity/timing/placement and choice of media, and market areas and advertising agencies, the System standards and specifications established by us will be final and binding upon you. We may also request that you purchase and/or make copies of (at your expense) and subsequently use certain other advertising or promotional materials that we designate for use in connection with the Casago Business.

~~You do not need to obtain our approval before~~ Advertising and promotional materials must comply with our brand standards. We may require you ~~use any~~ to submit advertising and promotional materials ~~or plan~~ to us for review prior to using them in ~~connection with~~ your Casago Business. ~~However, so that we reserve the right to~~ can ensure compliance with our brand standards. We may require you to include certain language on all advertising to be used locally by you or to be used by any Cooperative, including the ~~phrase~~ phrases “Locally Owned and Operated,” “Franchises Available” and references to our telephone number and/or website. In addition, we ~~have~~ the right to require you to remove or discontinue

the use of any advertising material that we deem inappropriate, off brand or detrimental to the ~~Casago brand~~ Franchisor's Brand.

## Insurance

You must purchase and maintain the types and amounts of insurance that we designate in the Franchise Agreement, our Operations Manual or otherwise in writing, which we may modify from time to time as we deem appropriate in our reasonable discretion. ~~We reserve the right to designate a Required Supplier for all or certain insurance coverage you must acquire and maintain in connection with your Casago Business operations and ownership.~~ For any insurance you are required to carry, you must ~~always~~ furnish us with certificates of insurance (or, at our request, copies of all insurance policies) annually and at such other times as we may request, evidencing the existence and continuation of the required insurance coverage ~~required in the Franchise Agreement, which we may update and modify via the Operations Manual or otherwise.~~ All policies must contain a waiver of subrogation in our favor and must name us and any additional parties we designate as additional insureds (except with regards to workers' compensation insurance).

Our current requirements are as follows: (a) ~~commercial general~~ real estate services professional liability insurance with minimum limits of \$1,000,000 per occurrence ~~and \$2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, advertising injury;~~ (b) comprehensive automobile liability coverage for all owned, non-owned and hired vehicles with limits of \$1,000,000 Combined Single Limit or \$1,000,000 per person, per accident and \$1,000,000 property damage; (c) property insurance coverage on all furniture, fixtures, equipment, and tenant improvements using 100% replacement cost valuation; (d) business interruption coverage equal to at least nine (9) months of operating expenses or an actual loss sustained form; (e) workers' compensation in the amounts required by state law; (f) employer's liability coverage of not less than \$500,000 covering all employees, subcontractors and agents; ~~and~~ (g) first and third-party cyber liability insurance coverage with limits of \$1,000,000; and (h) a commercial umbrella or excess liability policy with limits of at least \$1,000,000. Premiums depend on the insurance carrier's charges, terms of payment, and your history. All insurance policies must name us and our parent company as ~~an~~ additional insured ~~party parties~~. You should consult with an insurance advisor to ~~decide the coverage that is best for you~~ determine if any additional coverages or higher limits are necessary for your business or desirable to provide adequate protection for your business operations. You must use an insurance company that is satisfactory to us. We may change the amounts and types of required coverage ~~as we think best~~ in our discretion.

You must also require that the following insurance be maintained by the owner of and/or guests at each property you manage: (a) insurance on contents of the rental property with a limit of at least \$25,000, (b) liability insurance covering bodily injury to a renter or renter's guest with a limit of at least \$1,000,000, and (c) insurance covering damages to real property arising from rental activities with a limit of at least \$1,000,000. We make available to owners and guests, but do not require owners and guests to use, the Casago Protection Plan from a Preferred Supplier to satisfy this requirement.

All insurance providers must have a Best's Insurance Guide minimum rating of A-VI or better. You must maintain any additional insurance required by ~~your~~ any landlord, lender or as otherwise required under any contract you enter into or applicable law. Under each insurance policy, we must receive at least 30 days' prior written notice of any intent to reduce policy limits, restrict coverage, cancel or otherwise alter or amend said policy. Once obtained, you may not reduce the policy limits, restrict coverage, cancel or otherwise alter or amend the insurance policies without our written consent. You must submit proof of insurance before you begin making leasehold improvements and deliver a complete

copy of your then-prevailing policy of insurance within 30 days following the delivery of the certificate of insurance.

Computer Software  
Other Products and Services

We ~~have reserve~~ the right to ~~have require~~ you ~~to purchase~~ other products and services, including software; ~~other than our current Required Software~~, from us or our designated suppliers in the future. Our present software requirements are discussed further in Item 11 of this Disclosure Document and are also discussed in detail in our Operations Manual. We do not currently specify the type of computer hardware you are required to purchase or use to operate your Casago Business, but we may do so in the future.

**ITEM 9**  
**FRANCHISEE’S OBLIGATIONS**

The table on the following pages lists your principal obligations under the Franchise Agreement. It will help you find more detailed information about your obligations in this agreement and in other items of this disclosure document.

Obligation	Section in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	1.3 <del>and 7.1</del>	Items 7, 8, 11 and 12
b. Pre-opening purchases/ leases	1.3 and <del>7.5</del> <u>7.4</u>	Items 6, 7, 8 and 11
c. Site development and other pre-opening requirements	1.3, <del>6.4</del> <u>7.1</u> , 7.2, <u>7.3</u> and <del>7.4</del> <u>12.4</u>	Items 6, 7, 8 and 11
d. Initial and ongoing training	<u>6.1, 6.2, 6.3, 6.4, 6.5, 6.6;</u> <del>7.2</del> <u>7.1</u> and 8	Item 6, 7 and 11
e. Opening	<del>7.4</del> <u>7.3</u>	Item 7 and 11
f. Fees	3, 8.1, 12.4, 12.5, and 22.8	Items 5 and 6
g. Compliance with standards and policies/operations manual	<del>3.5;</del> 6.1, <u>7.4</u> , 7.5, 7.6, 7.7, 7.8, 7.9, 7.10, <del>7.11;</del> <del>7.15</del> <u>7.14</u> and <del>7.17</del> <u>7.16</u>	Items 8, 11 and 16
h. Trademarks and proprietary information	4, 5 and <del>7.16</del> <u>7.15</u>	Items 13 and 14
i. Restrictions on products/services offered	1.6, <del>6.1</del> <u>6.1, 7.4</u> , 7.5, and <del>7.6</del> <u>7.22</u>	Items 8, 12 and 16
j. Warranty and customer service	<del>7.7.6</del> <u>7.6.6</u> and <del>7.9</del> <u>7.8</u>	Item 16

Obligation	Section in Franchise Agreement	Disclosure Document Item
requirements		
k. Territorial development	<del>N/A</del> <u>7.23</u>	Items 12
l. Ongoing product/service purchases	<del>6.3</del> <u>6.2, 7.4, 7.5, 7.6,</u> and <del>7.7</del> <u>7.6.7</u>	Items 8 and 11
m. Maintenance, appearance, and remodeling requirements	N/A	N/A
n. Insurance	9	Items 6, 7 and 8
o. Advertising	12	Items 6, 7, 8 and 11
p. Indemnification	13.2	Item 6
q. Owners' participation/management/staffing	<del>7.7</del> <u>7.6</u> and <del>7.22</del> <u>7.21</u>	Items 11 and 15
r. Records and reports	3.3, 10 and 11	Item 6
s. Inspections and audits	<del>7.8</del> <u>7.7, 7.18</u> , 11 and 16.1.9	Items 6 and 11
t. Transfer	14	Item 6 and 17
u. Renewal	2.2	Item 17
v. Post-term obligations	16 and 17.2	Item 17
w. Noncompetition covenants	17	Item 17
x. Dispute resolution	18	Item 17

**ITEM 10**  
**FINANCING**

~~We do not~~

In connection with the sale of Vacasa Markets, one or more of our affiliates may, in their discretion, offer seller financing to certain buyers of Vacasa Markets, on terms to be negotiated by the relevant parties and memorialized in a definitive purchase agreement.

Except as disclosed in this Item 10, neither we nor our affiliates offer direct or indirect financing to franchisees. We will not guarantee your note, lease or other obligation.

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

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

**A. Pre-Opening Obligations**

Before you open your Casago Business, we will do the following:

1. During Initial Training, we will provide you access to our Operations Manual, which we will amend periodically. (Section 6.1 of the Franchise Agreement). The Table of Contents of the Operations Manual is included as Exhibit B to this document. The Operations Manual currently consists of 369 pages.

2. We will provide our tuition-free Initial Training Program for anyone that you designate to attend. (Section 8.1 of the Franchise Agreement). More information about our Initial Training Program is provided below.

3. We will provide you the standards and specifications we require for your Casago Business, and provide you with a list of Required and Preferred Suppliers for the items necessary for the start-up of your Casago Business, if any. (Section ~~6.3~~6.2 of the Franchise Agreement). You may be required to purchase proprietary products and services we may designate in the future ~~designate~~ directly from us or ~~our~~other Required Suppliers.

4. For new operators, we will approve your Grand Opening Marketing Campaign; provided, however, that we reserve the right to require that you pay the Grand Opening Marketing Requirement directly to us, and in such instance, we shall spend the Grand Opening Marketing Requirement to implement a marketing program on your behalf. (Section ~~6.4~~12.4 of the Franchise Agreement). Existing operators will not be required to implement or prepare a Grand Opening Marketing Campaign.

5. We will provide existing operators with our brand conversion timeline and our requirements for conversion set forth in our Operations Manual. (Section 6.1 of the Franchise Agreement)

**~~B. Site Selection~~**

~~You may operate the Franchised Business from a home office location, which must be within your Territory, or within a 30 minute driving radius of your Territory. We do not require you to lease office space. If you choose to operate out of a leased office space, we will not approve or disapprove your site. However, it must be located within your Territory and you must provide us with information about where you will operate your Casago Business, and update us if you move where you operate. For reference purposes, your home office location, or, if applicable, your leased office space, is referred to as your "Approved Location". You will not be permitted to operate your Franchised Business at any location other than your Approved Location unless you relocate to another location within your Territory and notify us of your new location.~~

6. We will work with you to establish targets for periodic growth of revenue of your Casago Business and the number of properties managed by your Casago Business. (Section 7.23 of the Franchise Agreement). These targets will be established based on the growth potential for your market, the size of your current operations, and your goals and capacity for growth. The minimum growth targets will be set forth in the Data Sheet. If you fail to achieve your minimum growth targets for two consecutive quarters, or more than three total quarters during the term of the Franchise Agreement, we may require additional marketing spend, reduce the size of your Territory, or terminate the Franchise Agreement.

**C. Time to Open**

We estimate that it will take between 90 and 120 days from the signing of the Franchise Agreement for new operators to commence operations of your Casago Business, while Existing Operators may be able to commence operations shortly after signing the Franchise Agreement. The actual length of this period will depend upon factors such as your ability to complete the Initial Training Program. Under the Franchise Agreement, you must open your Casago Business no later than four (4) months after we sign the Franchise Agreement. If the Casago Business has not been opened within four (4) months, we may, at our sole discretion, elect to terminate your Franchise Agreement, though we reserve the right to grant you an extension upon your reasonable request. (Sections 7.47.3 and 15.3.5 of the Franchise Agreement). Time to launch for existing operators will vary depending on factors such as the number of properties under management, software conversion, time to complete initial training and seasonality of business.

**D. Initial Training Program**

**TRAINING PROGRAM**

<b>SUBJECT</b>	<b>HOURS OF CLASSROOM TRAINING</b>	<b>HOURS OF ON-THE-JOB TRAINING</b>	<b>LOCATION</b>
<b>Casago University - Culture</b>	<b>4</b>	<b>0</b>	<b>Puerto Penasco, MX or other location that we designate</b>
<b>Casago University Software Training</b>	<b>28</b>	<b>0</b>	<b>Puerto Penasco, MX or other location that we designate</b>
<b>Casago University System Set Up</b>	<b>8</b>	<b>0</b>	<b>Puerto Penasco, MX or other location that we designate</b>
<b>Casago University - Accounting</b>	<b>0</b>	<b>8</b>	<b>Puerto Penasco, MX or other location that we designate</b>
<b>Casago University <u>Owner Support</u></b>	<b>0</b>	<b>8</b>	<b>Puerto Penasco, MX or other location that we designate</b>
<b>Revenue Management</b>	<b>0</b>	<b>4</b>	<b>Puerto Penasco, MX or other location that we</b>

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
			designate
<b>Marketing &amp; Business Development</b>	<b>0</b>	<b>8</b>	<b>Puerto Penasco, MX</b> or other location that we designate
<b>On Site - Maintenance</b>	<b>0</b>	<b>4</b>	<b>In Market</b>
<b>On Site - Housekeeping</b>	<b>0</b>	<b>4</b>	<b>In Market</b>
<b>Total Hours</b>	<b>40</b>	<b>36</b>	

We will provide the Initial Training Program at no cost to all those who you select to attend ~~with you~~, provided they all attend at the same time. ~~You must attend (if you are a partnership, corporation or limited liability company, your general partner, principal shareholder, or member/manager, as appropriate, At a minimum, your Designated Manager must attend) and complete to our satisfaction, our tuition-free~~ Initial Training Program. If you have a Designated Manager(s), (as defined in Item 15 and as described in (Section 7.7.58.1 of the Franchise Agreement), then he/she/they must also attend the Initial Training Program.

If you and any employees you select to attend the Initial Training Program are not able to attend at the same time, we reserve the right to charge you an Additional Initial Training Fee, which is currently \$1,500 per trainee. You must cover the cost of each attendee’s travel, and payroll or living expenses. (Section 8.1 of the Franchise Agreement)

The Initial Training Program lasts approximately five (5) days. Training will be held at our designated training facility at Casago University in Puerto Penasco, MX or ~~another~~ location we determine. Note, however, we may provide portions of the “Classroom Training” instruction via webinar or other online learning management system that allows us to track your participation, completion and, if appropriate, passing of any testing we determine appropriate for use in connection with our initial training. The Initial Training Program is held on a ~~monthly~~weekly basis, subject to the availability of our trainers. We will provide the training materials you will use during the Initial Training Program, which will include the Operations Manual and other materials that we prepare. We reserve the right, in our sole discretion, to reduce the length of the Initial Training Program for franchisees with an existing business that is being converted to a Casago Business, as we deem appropriate. (Section 8.1 of the Franchise Agreement)

All training-related expenses, including you and your personnel’s transportation to and from the training site, as well as their lodging, meals, and wages during training, are your sole responsibility. ~~You~~Your initial Designated Manager must attend and complete our Initial Training Program to our satisfaction ~~no earlier than thirty (30) days~~ prior to you commencing operations of the Casago Business. (Section 8.1 of the Franchise Agreement)

Should you ~~(and, if you have one, or~~ your Designated Manager) fail to complete the Initial Training Program to our satisfaction, ~~at our option, the respective person~~we may ~~repeat~~require that the course, ~~be repeated~~ or ~~in the case of a Designated Manager, that~~ you ~~may designate~~name a replacement Designated Manager and send such individual to the next available Initial Training Program. We may charge our then-current Initial Training Fee for a replacement Designated Manager to attend an Initial Training

Program. Failure by you or your employees to complete the Initial Training Program to our satisfaction triggers our right to terminate the Franchise Agreement. (Section 8.1 of the Franchise Agreement)

The Initial Training Program is conducted under the direction of ~~Pilar Iturralde,~~the Dean of Casago University, who has 15 years of industry experience with us or our affiliates and 11 years of teaching experience in the subjects being taught.

In addition to the Initial Training Program set forth above, we will provide you with on-site training (“On-Site Training”) by one or more of our representatives for up to three (3) days at ~~the Approved Location~~an agreed-upon location within your Territory or such other locations to which we mutually agree around the time that you commence operations of your Casago Business or at the time of acquiring initial property management inventory. During the On-Site Training, we will assist you and your staff with getting your Casago Business up and running. You will be responsible for the travel and lodging costs for our ~~representative~~representatives to conduct On-site Training at your location. (Section 8.2 of the Franchise Agreement).

You are responsible for training your other employees. ~~If we require you to attend additional training, we will charge you for the additional training, however, you will be responsible for all expenses incurred by you and your personnel in connection with attending the additional training, including transportation to and from~~ Only our training materials may be used by Franchisee in training Franchisee’s personnel on the System. Updated training site, as well as lodging, meals, and wages during training materials will be provided to you as they are developed. All training materials provided to you by us shall at all times remain our property and Confidential Information (as defined in Item 14), and you must agree not to challenge our or our affiliates’ title or rights in or to the training materials. You may not make any disclosure, duplication or other unauthorized use of any portion of the training materials. (Section 8.3 of the Franchise Agreement).

## **E. Obligations After Opening**

1. We will provide you continuing consultation and advice, ~~to the extent we mutually deem necessary and~~ as appropriate in our sole discretion, regarding the management and operation of the Casago Business. This guidance may, without limitation, pertain to standards, specifications, operating procedures and methods, use of suppliers, employee training, and advertising and marketing methods. We will provide this assistance, in our discretion, by telephone, email, intranet communication ~~and on-site visits. If you require and request additional on-site assistance from us, subject to the availability of our personnel, we~~ visits. We will provide you with this assistance and require you to pay our then-current ~~Additional Training Fee~~rate, plus reasonable expenses, including our travel and lodging expenses. (Section ~~6.5~~6.3 of the Franchise Agreement).

2. We will provide specifications for and designate sources of ~~required software~~Required Software for the ongoing operations of your Casago Business. (Section ~~6.3~~6.2 of the Franchise Agreement).

3. We may hold an Annual Conference at a location to be selected by us. We will determine the topics and agenda for this conference to serve the purpose, among other things, of updating franchisees on new developments affecting franchisees, exchanging information between franchisees and our personnel regarding the Casago System operations and programs, and recognizing franchisees for their achievements. ~~We may require you~~The Designated Manager plus one additional employee if your Casago Business achieved at least \$7 million of Gross Rental Revenue in the prior year will be required to attend the Annual Conference for up to three (3) days per year and pay our then-current registration fee, which is currently estimated at between \$500 to \$800 per attendee. All expenses, including ~~your and~~

~~your employees'~~ transportation to and from the Annual Conference, and lodging, meals, and salaries during the Annual Conference, are your sole responsibility. We may use expenditures from the Fund for purposes related to the Annual Conference, including costs related to production, programs, and materials. (Section 6.8 of the Franchise Agreement).

4. We will continue to develop and modify our System and may designate additional products and services to be offered by you in operating your Casago Business. You must comply with the standards and specifications we establish for the Casago System. (Section 7.4 and 7.5 ~~and 7.6~~ of the Franchise Agreement).

5. We may, in our sole discretion, hold refresher and ongoing training courses, training courses upon a significant change to the System, or training courses to assist you in the operation of your Casago Business which we may require you to complete either in person or online. Up to four (4) days per year, we may require you and your Designated Manager(s) and/or employees, to attend such training at our then-current Additional Training Fee ~~tuition rate~~. All expenses, including you and your Designated Manager(s)',<sup>2</sup> and/or employee(s)' transportation, meal, and lodging expenses to attend such training will be your sole responsibility. (Section ~~6.6~~6.4 of the Franchise Agreement).

6. We may send our professional support team to visit your office up to one (1) time per year at our discretion (and more often if you and we agree) to observe and assist you with operational needs in your territory. You are required to pay a professional support services fee (currently \$1,500 per visit) and cover our team's costs for travel and lodging in connection with any such inspections. (Section ~~7.8~~7.7.2 of the Franchise Agreement).

7. We will conduct periodic inspections of your operations to review quality, service and adherence to brand standards. We are not required to provide you advance notice. You agree to cooperate in such inspections, including giving us access to homes, books and records, and such other items as we may reasonably request. (Section 7.7.1 of the Franchise Agreement).

### Advertising

We may make available to you from time to time, at your expense, certain promotional materials. You must also participate in certain promotions, trade events and advertising programs that we establish as part of the System, ~~provided these activities do not contravene regulations and laws of appropriate governmental authorities.~~ (Franchise Agreement, Section 12). Your requirement to participate in advertising and promotion will be determined by either your local marketing requirements and/or by us.

~~You are not required to obtain our approval for any~~ Advertising and promotional materials must comply with our brand standards. We may require you to submit advertising materials you use and promotional materials to us for review prior to using them in connection with your Casago Business. ~~However, we so that we can ensure compliance with our brand standards. We~~ have the right to require you to remove or discontinue the use of any advertising material that we deem inappropriate, off brand or detrimental to the ~~Casago brand~~ Franchisor's Brand. (Franchise Agreement, Section 12.1). Except as otherwise provided in this Item, we are not required to spend any amount on advertising in your Territory.

### System Marketing Fund

~~While we~~ We have ~~not yet done so, we reserve the right to establish~~ established a System Marketing Fund (the "Fund") administered by us or our designee for advertising and brand marketing purposes. (Section 12.5 of the Franchise Agreement). ~~If we elect to establish the Fund all~~ All franchisees ~~will be~~ are required to ~~participate in~~ contribute to the ~~contribution, Fund~~ Fund monthly ~~to the Fund~~ in the amount of one-half percent

(0.5%) of the Casago Business' Gross Rental Revenue, which we may increase up to one percent (1%). We have the right to use contributions to the Fund to develop, produce, and distribute national, regional and/or local advertising and promotions and to create advertising materials and public relations materials which promote the services offered by the System. (Section 12.5.1 of the Franchise Agreement). We may use contributions to the Fund to satisfy any and all costs of maintaining, administering, directing, preparing, and producing advertising, social media, public relations, including the cost of preparing and producing television, radio, magazine and newspaper advertising campaigns, the cost of direct mail and outdoor billboard advertising; the cost of public relations activities, social media activities and advertising agencies; the cost of developing and maintaining an Internet website and managing social media pages and other online advertising; the cost of holding an annual conference; the cost of promoting the System at industry conferences; and personnel and other departmental costs for advertising that we internally administer or prepare. Not all System franchisees will benefit directly or on a pro rata basis from the Fund's expenditures. (Section 12.5.1 of the Franchise Agreement). While we do not anticipate that any part of the Fund will be used for advertising or public relations that are principally a solicitation for the sale of additional franchises, we reserve the right to include a notation in any ~~Marketing~~-Fund advertisement indicating "Franchises Available." (Section 12.5.1 of the Franchise Agreement). We are not required to spend any minimum amount of the Fund in any fiscal year. If any amounts in the Fund are unspent at the end of a fiscal year, they will remain with the Fund and carry over into the next year.

There is no requirement that the Fund be audited. We will prepare on an annual basis, an unaudited statement of contributions and expenditures for the Fund. If you submit a written request to us requesting to review the statement, we will provide you with a copy of the statement after its preparation for the most recently completed fiscal year. (Section 12.5.5 of Franchise Agreement). During our fiscal year ended December 31, ~~2023~~2024, we did not collect any Fund contributions.

~~Our corporate Casago Businesses and any future company/~~Company or affiliate-owned outlets may, but are not obligated to, contribute to the Fund in the same manner that each franchised Casago Business is required to contribute. (Section 12.5.4 of Franchise Agreement).

#### *Local Marketing Requirement*

Casago will work with ~~franchisee~~you to develop a mutually agreed upon local, annual marketing plan that will be reviewed quarterly and based on ~~the franchisee's~~your advertising and promotions goals, size of ~~market as determined by Tier and MDE~~your Territory, market opportunity and revenue of your business. ~~The~~We require that you engage in local advertising and promotions as we prescribe in the Operations Manual or otherwise in writing, which may include, without limitation, requirements for placing a certain number and/or type(s) of media advertisements (the "Local Marketing Requirement"). ~~If you are a new or existing operator generating less than the minimum Gross Rental Revenue threshold we designate, you will be required to participate in the Casago Owner Acquisition Marketing Service.~~—Your Local Marketing Requirement must be expended regardless of the amount(s) spent by other System franchisees on local advertising and promotions. (Section 12.7 of the Franchise Agreement). If any material is deemed inappropriate, off brand or detrimental to our brand it will be removed, and all use of the material must cease, and you will be required to replace it with appropriate materials. Your Local Marketing Requirement does not apply during the Grand Opening period (60 days after ~~period~~opening). (Section 12.7 of the Franchise Agreement)

#### *~~Casago Owner Acquisition~~ Marketing Service*

Any operator ~~new or existing~~ that is not generating more than \$1,000,000 in annual ~~rent revenue~~Gross Rental Revenue or that fails to meet established growth targets will be required to participate in our Owner ~~Acquisition~~-Marketing Service at the then current monthly rate. Under this program ~~franchisees~~,

you will pay us a monthly fee (~~currently \$750~~) to prepare and deploy marketing ~~for in~~ your ~~territory~~. Territory. The standard fee for this service is currently \$900 per month. If you are not meeting growth targets, we may increase this fee in our discretion so that we may perform additional marketing services to assist you in growing. The monthly fee for the ~~Casago-Owner-Acquisition~~ Marketing Service does not count towards your Local Marketing Requirement. (Section 12.7 of the Franchise Agreement)

#### *Grand Opening Marketing Requirement*

New operators must expend a Grand Opening Marketing Requirement of at least between \$2,000 and \$5,000 in order to implement the Grand Opening Marketing Campaign within sixty (60) days after you ~~comment~~commence operations. (Section 6.4 of the Franchise Agreement). Existing operators and new operators with at least \$1,000,000 in annual rent revenue are not required to prepare or implement a Grand Opening Marketing Campaign.

#### *Regional Advertising Cooperative*

There are currently no regional Advertising Cooperatives in existence for the System. However, we have the right, in our sole discretion, to designate any geographical area for purposes of establishing a regional Advertising Cooperative, and to determine whether an Advertising Cooperative is applicable to the Casago Business. If an Advertising Cooperative has been established applicable to the Casago Business at the time you begin operating under the Franchise Agreement, you must immediately become a member of ~~this~~the Advertising Cooperative. If an Advertising Cooperative is established at any later time during the term of the Franchise Agreement, you must become a member of this Advertising Cooperative within thirty (30) days after it begins operation. If your Casago Business is within the ~~Territory~~territory of more than one Advertising Cooperative, you ~~must~~are required to be a member of only one. (Section 12.6 of the Franchise Agreement).

We have the right to specify the manner in which any Advertising Cooperatives are organized and governed and require any and all Advertising Cooperatives to be legal entities of the state where they are located. Advertising Cooperatives must operate according to written bylaws which have been approved by us. Advertising Cooperatives must provide us a copy of their organizational documents and bylaws prior to commencing any marketing or other activities. Currently, each Franchisee must contribute to an Advertising Cooperative according to the Advertising Cooperatives rules ~~and~~, regulations, and bylaws, ~~as determined by its members~~. Amounts contributed to Advertising Cooperatives ~~may~~will be considered as spent for local advertising for purposes of satisfying the Local Marketing Requirement. (Section 12.6.1 of the Franchise Agreement). Each Advertising Cooperative will be organized for the exclusive purpose of administering regional advertising programs and standardizing advertising materials for use by the members in local advertising and promotions. (Section 12.6.2 of the Franchise Agreement). All activities and contributions to the Advertising Cooperative shall be determined by a majority vote of the member franchisees in the Advertising Cooperative (with franchisor-owned outlets holding the same voting power as franchised outlets). Such contributions shall not exceed the Local Marketing Requirement (Sections 12.6.4 and 12.6.6 of the Franchise Agreement).

Each member franchisee must make their respective contributions to the Advertising Cooperative by the date set by the Advertising Cooperative. We may require each Advertising Cooperative to provide us statements and reports. (Section 12.6.5 of the Franchise Agreement). No other annual or periodic financial statements need to be provided by the Advertising Cooperative other than those submitted by its member franchisees.

~~We may grant to any franchisee, in our sole discretion, an exemption for any length of time from the requirement of membership in an Advertising Cooperative, upon written request of the franchisee stating reasons supporting this exemption. Our decision concerning this request for exemption will be final. (Section 12.6.7 of the Franchise Agreement).~~

#### *Franchisee Advisory Council*

We have not currently established an advisory council (the “Advisory Council”), but we reserve the right to do so in the future. If we establish an Advisory Council, it will serve solely in an advisory capacity to us with respect to certain franchise initiatives. At our discretion, the Advisory Council may be comprised of our management representatives, and other franchisees in the System. We will have the right to modify or dissolve an Advisory Council (if created) at any time. (Franchise Agreement, Section 12.6).

#### Computer System

At this time the only ~~required software~~ Required Software is our designated property management system. We require that you to use VOIP software and accounting software; however, you are not required to use a Required Supplier for this software.

You must purchase and use all Required Software which we have developed or may develop and/or designate for use for the System, and you must also purchase such computer hardware as may be necessary for the efficient operation of the Required Software. We have the right to require you to update or upgrade Required Software as we deem necessary from time to time. We do not require you to use any particular computer hardware. You will have the sole and complete responsibility for: (i) the acquisition, operation, maintenance and upgrading of the computer hardware and Required Software; and (ii) all consequences that may arise if the computer hardware and Required Software is not properly operated, maintained and upgraded. (Section 7.9 of the Franchise Agreement).

We may develop and custom-design software programs related to the operation of your Casago Business (the “Proprietary Software Program”). You must obtain, at your expense, the computer hardware required to implement the Proprietary Software Program into your Casago Business, and you must comply with all specifications and standards prescribed by us regarding the Proprietary Software Program as provided from time to time in the Operations Manual or otherwise in writing. You shall only utilize the Proprietary Software Program as prescribed by us and the Proprietary Software Program will be considered to be a part of our Confidential Information. The Proprietary Software Program may generate and store certain data pertaining to reservation, guest, and homeowner information, and we shall have the unlimited right to independently access all such data contained in the Proprietary Software Program, as well as any other software or other books and records used by you in the operation of the Casago Business. You must take any and all actions specified by us to ensure that we have access to the Proprietary Software Program and/or other software. (Section 7.9.1 of the Franchise Agreement).

In the future, we may require that you participate in any System-wide area computer network, intranet system or extranet system that we implement, and you may be required by us to use such area computer network, intranet system or extranet system to, among other things: (i) submit your reports due under the Franchise Agreement to us online; (ii) view and print portions of the Operations Manual; (iii) download local advertising and promotions materials; (iv) communicate with us and other System franchisees; and (v) participate in online training. You must agree to use the facilities of any such area computer network, intranet system or extranet system in strict compliance with the standards, protocols, and restrictions that we include in the Operations Manual, including those related to the encryption of Confidential

Information and prohibitions against the transmission of libelous, derogatory or defamatory statements. (Section 7.9 of the Franchise Agreement).

We currently require you to obtain and use computer equipment that meets at least the minimum operating requirements of our prescribed or required software systems. ~~With~~ You will be solely responsible for maintaining such equipment and software systems in accordance with recommendations from the exception provider of a manufacturer's warranty, neither any third party nor we ~~such equipment and systems. We~~ have ~~a contractual right or no~~ obligation to provide on-going maintenance, repairs, upgrades or updates to your computer system, equipment or software systems.

We estimate that the cost of obtaining the computer hardware necessary to operate your Franchised Business will be roughly between \$1,500 and ~~\$3,000~~ 10,000 if you currently do not already own necessary hardware to adequately operate the Required Software we require you to use for your Casago Business, and your costs could be higher if you acquire a large Vacasa Market. You must keep your ~~Computer System~~ computer system and hardware in good maintenance and repair. You must also install such additions, changes, modifications, substitutions, and/or replacements to the Required Software as we direct from time to time in writing.

You, your Designated Manager(s) and any employees interacting with customers must maintain email accounts that are able to be integrated into our required property management software. You must give us electronic access to information on your ~~Casago internal systems and hosted by software providers~~ property management system and any other Required Software, which may store homeowner and guest information, reservation and booking information, and other data. No contractual limitation exists on our right to access the information. We may require you to upgrade or update your Required Software. No contractual limitation exists on the frequency or cost of this obligation. ~~We will have independent access to any data that you collect electronically.~~

### Internet

You must have and maintain adequate hardware and software in order to access the Internet at the bit speed that is effective to operate business in your market. We have established an Internet website that provides information about the System and the products and services offered by the Casago System. We have sole discretion and control over the website (including timing, design, contents and continuation). We will create interior pages on our website(s) that contain information about your Casago Business and other Casago Businesses. While we will prepare the page for your Casago Business you may be required to provide the content, images, and information necessary to do so. (~~Sections~~ Section 12.3 of the Franchise Agreement).

You are currently permitted to establish websites and social media ~~websites~~ accounts designated by us (which may include Facebook, Instagram, and other platforms that we specify in the Operations Manual) in connection with your Casago Business (collectively, "Permitted Webpages"). Your Permitted Webpages and all content on your Permitted Webpages must comply with our brand standards and should only contain content relevant to our mission and ~~must meet our standards and~~ otherwise support our brand, image and methodologies. We reserve the right to demand that you remove any Permitted Webpages or posts on Permitted Webpages, to delete links on your Permitted Webpage(s) from our website, and/or to revoke your right to continue using such Permitted Webpage(s), if we determine in our sole discretion that any content on a Permitted Webpage is detrimental to our brand and image. (Section 12.3 of the Franchise Agreement). We may require you to include links to our websites, reservations system or other systems owned by us and to use such systems for certain functions.

~~Casago International~~We must be made aware of any separate website, splash page, profile or other presence on the Internet, you maintain or otherwise ~~advertised~~use for advertising on the Internet or any other public computer network in connection with the ~~Casago brand~~Franchisor's Brand, System, or Casago Business. (Section 12.3 of the Franchise Agreement).

We have the right to modify our policies regarding both our and your use of Internet websites as we deem necessary or appropriate for the best interests of the System. (Franchise Agreement, Section 12.3). You acknowledge that we and/or our affiliates are the lawful, rightful, and sole owner of the Internet domain name: www.casago.com, as well as any other Internet domain names registered by us and our affiliates, and you unconditionally disclaim any ownership interest in such domain names and any ~~colorably~~ similar Internet domain names. You agree not to register any Internet domain name in any class or category that contains words used in or similar to any brand name owned by us or our affiliates or any abbreviation, acronym, phonetic variation, or visual variation of those words without our prior written approval (Section 12.3 of the Franchise Agreement, ~~Section 12.3~~).

## ITEM 12 TERRITORY

### Protected Territory

We will determine and grant you a protected Territory (the “Territory”) wherein you must operate your Casago Business. We will identify your Territory on the Data Sheet attached to your Franchise Agreement. We will determine the size and boundaries of your Territory based on the amount of rental inventory in the area and the size of area that you will be able to service efficiently and effectively. We will define the boundaries of the Territory using geographic boundaries, grid coordinates, zip codes, or such other specifications as we deem appropriate.

The size of your Territory may vary from other System franchisees based on the factors set forth above. We do not have a standard or ~~minimal~~minimum area ~~around your Approved Location~~ that we grant to all System franchisees as a Territory. If you purchase a Vacasa Market, as further described in Item 1 above, your Territory will take into account the Vacasa Market.

The amount of rental inventory in your area may fluctuate over time. We are under no obligation to modify your Territory in the event that the amount of rental inventory in your Territory changes over the Term of your Franchise Agreement.

You may market and advertise for homeowner acquisition to property owners whose property is solely within your Territory for the purpose of increasing or improving your rental portfolio. Additionally, you may accept property management contracts that are within a reasonable proximity of your ~~territory~~Territory, so long as the property is not located within another Casago franchisee’s territory. If you are contacted by a potential customer that owns a residence in the ~~Territory~~territory of another Casago franchisee, you must refer the customer to that franchisee, and if that franchisee declines the customer in writing, you may provide services to the customer with our written permission only.

With our express written consent, you may provide services using the System and Proprietary Marks at locations outside your Territory that are not within the Territory of any other System franchisee. However, once a territory is sold to another System franchisee, you must immediately cease providing services ~~to new customers located within the~~in such territory using the System and Proprietary Marks. While you may provide services outside of your ~~territory~~Territory under the above terms, you may not market your services to homeowners outside of your ~~exclusive territory~~Territory.

Except as otherwise provided in the Franchise Agreement and this Disclosure Document, for so long as you comply with the terms and conditions hereof, we will not establish and operate, nor license any party other than you to establish and operate, any Casago Business under the System and the Proprietary Marks within the Territory.

The Franchise Agreement does not grant you any franchisee options, rights of first refusal, or similar rights to acquire additional franchises unless otherwise agreed upon.

~~As disclosed in Item 6, you are obligated to pay to us a Minimum Annual Royalty.~~ If you breach your Franchise Agreement or otherwise fail to meetcomply with your ~~Minimum Annual Royalty requirement~~obligations to us, we have the right, among other things, to reduce the size of your Territory, ~~terminate your Franchise Agreement and/or require~~. We may also reduce the size of your Territory if you

fail to immediately pay meet the balance of the Minimum Annual Royalty to us minimum growth targets that we establish for your Franchised Business.

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

### Reservation of Rights under the Franchise Agreement

The rights granted under the Franchise Agreement do not include any right to: (i) offer any product or service via e-commerce (other than short term rental activity and other Approved Product and Services provided in accordance with the Operations Manual); (ii) establish ~~an independent website or to establish~~ a URL incorporating the Proprietary Marks or any variation of the Proprietary Marks without our express permission; (iii) sell merchandise via wholesale; or (iv) otherwise distribute, market, or implement our products and services in any channel of distribution not specifically identified in the Franchise Agreement without our prior written consent.

Under the Franchise Agreement, we and our affiliates have the right, in our sole discretion, to: (i) own and operate, and license others the right to own and operate, property management businesses under different marks anywhere within or outside of your Territory; (ii) own and operate Casago Businesses ~~at any location(s) anywhere~~ outside of your Territory under the same or different marks, or to ~~license others the right to own and operate~~ license others the right to own and operate Casago Businesses ~~at any location(s) anywhere~~ outside your Territory under the same or different marks; ~~(iii)~~ iii) except as expressly prohibited in the Franchise Agreement, use the Proprietary Marks and System in connection with services and products, promotional and marketing efforts or related items, or in alternative channels of distribution, without regard to location; ~~(iii)~~ iv) require you to use our or our affiliates' websites and systems for direct booking of reservations and other guest services; (v) exclusively operate and license others the right to own and operate Casago Businesses under the Proprietary Marks and System ~~into service~~ non-traditional sites within your Territory including, but not limited to, hotels, ~~residential homes,~~ and commercial buildings, and other multi-unit sites; and ~~(iv)~~ vi) engage and license others to engage in any other activities not expressly prohibited in the Franchise Agreement.

Certain of our or our affiliate's products or services, whether now existing or developed in the future, may be distributed in your Territory by us, our affiliates, or our franchisees, licensees, or designees, in such manner and through such alternate channels of distribution as we, in our sole discretion, shall determine. The Franchise Agreement grants you no rights to: (i) distribute such products in alternate channels of distribution; or (ii) share in any of the proceeds received ~~by any from~~ such party activities.

### Multi-Market Accounts

We have the exclusive right to negotiate and enter into agreements or approve forms of agreements to provide services to any Multi-Market Accounts, which, as discussed in Item 1 above, are any business which owns, manages, controls, or otherwise has responsibility for buildings or common services in more than one geographic location and/or whose presence is not confined within any one franchisee's designated territory, ~~a Multi-Market Account.~~ After we sign a contract with a Multi-Market Account, we may, at our option, provide you the opportunity to perform the services under the Multi-Market Account contract. If we choose, or if you choose not to provide services to the Multi-Market Account, we may, without compensation to you, provide the services directly ourselves or authorize an affiliate, another franchisee or third-party to do so even if the job site is within your Territory ~~without compensation to you.~~ For this reason, you will not receive an exclusive territory. You may face competition from us either

~~ourselves or other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.~~

### Location and Relocation of Business

~~You may not relocate and/or operate your Casago Business in any location other than the Territory without our prior written approval. Should you relocate the Casago Business without such permission, the new location will be treated as an entirely new franchise sale subject to new initial franchise fees as provided in the Franchise Agreement and to such other provisions as would apply to a new franchise sale. If you must have obtained a home office space and your landlord terminates your right to possession of your Approved Location before the term of your Franchise Agreement expires, then you must determine a new location or leased premises located within your Territory, or within a 30-minute radius of drive from your Territory and. If you decide to relocate your office or premises, you must notify us of your new location within your Territory.~~

### **ITEM 13** **TRADEMARKS**

We grant you the right to operate the Casago Business under the proprietary word mark “Casago,” and such other trademarks as described more fully in the table below (collective, “the “Proprietary Marks”): ~~You may also use our other current or future proprietary trademarks to operate your Casago Business.~~ The term “trademark” includes service marks, trade names, slogans, insignia, logos, labels, and trade dress. ~~Our~~ The following Proprietary Marks are currently registered ~~on the Principal Register of~~ with the United States Patent and Trademark Office (“USPTO”).

MARK	REGISTRATION NO.	REGISTRATION DATE	REGISTER
CASAGO®	5834594	August 13, 2019	Principal
OWNER CENTRIC®	90799535	December 20, 2022	<del>Principal</del> <u>Supplemental</u>

We shall file all necessary affidavits and other documents with the USPTO to maintain federal registration for the Marks described above. There are currently no effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, no pending interference, opposition, or cancellation proceedings; nor any pending material litigation involving the Proprietary Marks.

You must 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. We have the sole right, though not the obligation, to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including the right to settle the proceedings or litigation, and to affirmatively prosecute actions against third parties for infringement or threatened infringement of the Proprietary Marks.

We also have the right, though not the obligation, to defend you against any third-party claim, suit, or demand arising solely out of your use of the Proprietary Marks in a manner expressly authorized by us. If we, in our sole discretion, determine that you have used the Proprietary Marks in accordance with the Franchise Agreement and the Operations Manual, we will pay the cost of defending the action, including the cost of any judgment or settlement. If we, in our sole discretion, determine that you have not used the

Proprietary Marks in accordance with the Franchise Agreement and the Operations Manual, you will be required to pay for the defense or to reimburse us for costs we incurred in providing the defense, including the cost of any judgment or settlement. In the event of any litigation relating to your use of the Proprietary Marks, you are required to sign all documents and assist us, as we deem necessary, to carry out the defense or prosecution including, without limitation, 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 not in accordance with the terms of the Franchise Agreement, we will reimburse you for your out-of-pocket costs in performing such acts.

We are not aware of any superior prior rights or infringing uses that could materially affect your use of the Proprietary Marks in any state. ~~Therefore~~However, before entering into the Franchise Agreement, you should make every effort to ascertain that there are no existing uses of the Proprietary Marks or confusingly similar marks being used in the market area where you wish to do business. You should immediately notify us of any confusingly similar marks you discover.

You cannot register any of the Proprietary Marks now or hereafter owned by us or any abbreviation, acronym or variation of the Proprietary Marks, or any other name that could be deemed confusingly similar, such as Internet domain names. ~~We~~Except as otherwise expressly agreed, we retain the sole right to advertise the System on the Internet and to create, operate, maintain, and modify, or discontinue using of a website using the Proprietary Marks.

You may use only the Proprietary Marks that we designate and may use them only in the manner we authorize and permit. Any goodwill associated with Proprietary Marks, including any goodwill which might be deemed to have arisen through your activities, inures directly and exclusively to our benefit. You may use the Proprietary Marks only for the operation of the Casago Business and only at the Casago Business or in advertising for the Casago Business. You must use all Proprietary Marks without prefix or suffix and in conjunction with the symbols “SM,” “TM,” “S” or “R,” as applicable. You may not use the Proprietary Marks in connection with the offer or sale of any services or products, which we have not authorized for use in connection with the System. You may not use the Proprietary Marks as part of your corporate or other legal name. You must use your corporate or limited liability company name either alone or followed by the initials “D/B/A” and the business name “Casago.” You must promptly register at the office of the county in which your Casago Business is located, or such other public office as provided for by the laws of the state in which your Casago Business is located, as doing business under your assumed business name.

All of your advertising must prominently display the Proprietary Marks and must comply with our standards for using the Proprietary Marks. You may use the Proprietary Marks including, without limitation, trade dress, color combinations, designs, symbols, and slogans, only in the manner and to the extent specifically permitted by the Franchise Agreement or by our prior written consent. You must identify yourself as the owner of the Casago Business (in the manner we prescribe) in conjunction with any use of the Proprietary Marks including, without limitation, on invoices, order forms, receipts, and business stationery, as well as at such conspicuous locations as we may designate in writing.

We reserve the right to substitute different Proprietary Marks for use in identifying the System and the businesses operating thereunder. You must discontinue using all Proprietary Marks which we have notified you, in writing, have been modified or discontinued within ten (10) days of receiving written notice and must promptly begin using such additional, modified or substituted Proprietary Marks at your expense.

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

We do not own any registered patents or copyrights that are material to the franchise, however, we claim common law copyright and trade secret protection for several aspects of the System including our Operations Manual, advertising, and business materials.

There are no current determinations, proceedings or litigation involving any of our copyrighted materials. Should you become aware that any unauthorized third party is using any of our copyrighted materials, we request that you notify us of this unauthorized use. We may revise any of our copyrighted materials in our discretion and may require that you cease using any outdated copyrighted material. You will be responsible for printing any revised or new advertising, marketing, or other business materials.

During the term of the Franchise Agreement, you will receive information which we consider to be our trade secrets and confidential information, including but not limited to information regarding the set-up of a Casago Business; information about proprietary merchandise and services; any proprietary software we may now or in the future create; our Operations Manual (defined in Section 6.1); trade secrets; price marketing mixes related to the sale of goods or services offered or authorized for sale by System franchisees; standards and specifications for customer service; systems and training manuals; compensation systems; marketing strategies; online social marketing systems; merchandise sales systems; sales training; location identification and acquisition; ongoing training; recruitment, training and management of ~~remote~~ teams; general operations; our copyrighted materials; and methods and other techniques and know-how concerning the of operation of the Casago Business which may be communicated to you or of which you may be apprised by virtue of your operation of a Casago Business (collectively, the “Confidential Information”). You shall not, during the term of the Franchise Agreement or after, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any Confidential Information except to your employees that must have access to it to operate the Casago Business and who have agreed to keep the Confidential Information confidential. Certain additional information, including (i) current customer and prospective customer names and addresses, (ii) ~~information about credit extensions to customers, (iii) customer service purchasing histories, (iv) and (ii) rates charged to customers, and (v) sources of suppliers and purchasing arrangements with suppliers,~~ also constitute our trade secrets and Confidential Information. Any and all information, knowledge, know-how, techniques, and other data, which we designate as confidential will be deemed Confidential Information for purposes of the Franchise Agreement. We have expended considerable time, effort, and money to develop the System, and the Confidential Information is not well known outside of the System. The Confidential Information is of great value to us, and we are implementing this non-disclosure policy in an effort to protect our trade secrets and Confidential Information.

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

You ~~(or at least one of your principals if you are a corporation or partnership)~~ must appoint, subject to our approval, an individual to oversee and be responsible for and personally supervise the day-to-day ~~operations~~operation of the Casago Franchised Business. ~~—You (the “Designated Manager”). Your Designated Manager must devote your personal~~ full-time attention and best efforts to the management and operation of the Casago Business. ~~We may, in our sole discretion, but are not required to, permit If you are an individual, you to delegate~~ may serve as the ~~day to day management of your Casago Business to a manager (the “Designated Manager”).~~

We must be informed of any newly appointed Designated Manager and your Designated Manager must successfully complete our Initial Training Program before assuming any managerial responsibility. Your Casago Business must be staffed by you ~~(or one of your principals that has completed our Initial Training Program)~~ and/or your Designated Manager at all times. You shall keep us informed at all times of the identity of any employee acting as a Designated Manager of a Casago Business. Designated Managers shall devote their full time and best efforts to the day-to-day operation and management of the Casago Business and shall not engage in competing activity while employed by you. ~~Franchisee, and if applicable, its owners and partners (but not their spouses) must execute the form of Personal Guaranty attached to the Franchise Agreement as Exhibit A.~~

It is important to note that we are not your employer and that you will have the right to control all decisions related to recruiting, hiring, or firing any personnel at your Casago Business. Please note that nothing in this Disclosure Document or any agreement you enter with us will create any type of employer or joint employer relationship between ~~(a) us and~~ you and/or your personnel, ~~and (b) us.~~

~~While we,~~

We require that you have certain of your employees ~~to,~~ contractor and other individuals associated with your Casago Business sign a confidentiality agreement, ~~we do not.~~ We may also require ~~you to have them,~~ depending on the circumstances, that certain persons sign ~~post-termination~~ a non-competition clause agreement. Our current form of Confidentiality Agreement and our current form of Restrictive Covenants Agreement are attached as exhibits to the Franchise Agreement. You ~~will need to~~ should consult with ~~local counsel~~ an attorney regarding the enforceability of any such clauses with your employees, shareholders, managers, officers and/or directors.

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

You may offer for sale and sell only those services and products we designate, unless we agree otherwise, and you must sell all services and products we designate. We have the right to change the types of designated services and products, and there are no limits on our right to do so. ~~If you wish to sell additional services or products, you must follow the approval process outlined in Item 8 of this Disclosure Document.~~

If we discontinue any Approved Product or Service offered by the Casago Business, then you must cease offering or selling such product/service within a reasonable time, unless such product/service represents a health or safety hazard (in which case you must immediately comply upon receipt of notice from us).

You may not perform work on Multi-Market Accounts except as permitted in the Franchise Agreement (see Items 1 and 12 for more detail regarding Multi-Market Accounts).

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[Item 17 Begins on Following Page]

**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.	Term of franchise	2.1	Term of ten (10) years, beginning on the date we sign your Franchise Agreement.
b.	Renewal or extension of the term	2.2	You have the right to renew for successive ten (10) year terms, subject to meeting certain conditions.
c.	Requirements for you to renew or extend	2.2	In order to renew, you must: (a) notify us of your intent to renew at least ninety (90) days but no more than one hundred and eighty (180) days, prior to expiration of the current term; (b) <del>demonstrate that you have the right to operate the Casago Business from the Approved Location for the duration of the renewal term;</del> (c) not be in breach of any agreements with us, our affiliates, or our major suppliers and vendors; (d) satisfy all monetary obligations to us, our affiliates, and our major suppliers and vendors; (e) sign our then-current form of <del>franchise agreement</del> <u>Franchise Agreement</u> , which may contain materially different terms than your Franchise Agreement; (f) satisfy our then-current training requirements for renewal franchisees; and (g) sign a general release.
d.	Termination by you	No Provision	Not Applicable
e.	Termination by us without cause	No Provision	Not Applicable
f.	Termination by us with cause	15	We may terminate your Franchise Agreement with cause.
g.	Cause defined - default which can be cured	15.3 and 15.4	We may terminate your Franchise Agreement following a fifteen (15) day cure period if you: (a) fail to pay sums owed to us, our affiliates, or our major vendors and suppliers; (b) under-report Gross Rental Revenues, Royalty or any advertising payments <del>by more than two percent (2%)</del> or fail to submit payments for any two (2) reporting periods in a twelve (12) month period; (c) fail to immediately endorse and deliver to us any payments due to us from a third party that are erroneously remitted to you; (d) fail to maintain sufficient levels of inventory if applicable; (e) fail to open your Casago Business within four (4) months of the date we sign your

	Provision	Section in Franchise Agreement	Summary
			<p>Franchise Agreement; (f) fail to personally or have a Designated Manager(s) supervise the day-to-day operation of the Casago Business; (g) fail to maintain the strict quality controls <del>reasonably required by your Franchise Agreement and/or the Operations Manual</del> <u>or comply with brand standards</u>; <del>(h)</del> <u>(h)</u> conduct yourself in a manner that reflects adversely on the System, the Proprietary Marks, or the services or products offered through the System; and (i) fail to procure or maintain any licenses, certifications, or permits necessary for the operation of your Casago Business.</p> <p>We may terminate your agreement following a thirty (30) day cure period if you fail to perform or comply with any one or more of the <u>other</u> terms or conditions of your Franchise Agreement or any ancillary agreements between you and us or our affiliates.</p>
h.	Cause defined - default which cannot be cured	15.1 and 15.2	<p>Your Franchise Agreement will automatically terminate if: (a) you make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent, file or acquiesce in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consent to or acquiesce in the appointment of a trustee or receiver for you or the Casago Business; <u>or</u> (b) proceedings are commenced to have you adjudicated bankrupt or to seek your reorganization under any state or federal bankruptcy or insolvency law, and the proceedings are not dismissed within sixty (60) days, or a trustee or receiver is appointed for you or the Casago Business without your consent, and the appointment is not vacated within sixty (60) days; <del>or (c) you attempt to make an unauthorized sale or transfer of you or any interest in the Casago Business.</del></p> <p>We may terminate your Franchise Agreement upon notice but without providing you with an opportunity to cure if: (a) you or your principals are convicted of or plead guilty or no contest to a felony or take part in any criminal misconduct relevant to the operation of your Casago Business; (b) you or your principals commit any fraud or misrepresentation in the</p>

	Provision	Section in Franchise Agreement	Summary
			<p>operation of your Casago Business; (c) you or your principals make any misrepresentation or omission in connection with your franchise application; (d) you fail to successfully complete initial training; (e) we send you two (2) or more written notices to cure pursuant to Sections 15.3 or 15.4 of your Franchise Agreement in any twelve (12) month period; (f) you or your principals <del>materially</del> breach any other agreement with us or any of our affiliates, or threaten any <del>material</del> breach of any agreement, and fail to cure the breach within any permitted period for cure; (g) you or your principals materially violate any provision of the Franchise Agreement relating to Proprietary Marks or Confidential Information or misuse the Proprietary Marks or Confidential Information; (h) you violate any health, safety or sanitation law, ordinance or regulation, or operate the Casago Business in a manner that presents a health or safety hazard to customers, or the general public; (i) you violate the in-term restrictive covenant in your Franchise Agreement; (j) a levy of writ of attachment or execution or any other lien is placed against you or your principals or any of their assets which is not released or bonded against within thirty (30) days; (k) you or your principals become insolvent; (l) you abandon the Casago Business; (m) you offer any unauthorized and unapproved products or services from the Casago Business; (n) you use a supplier, other than a Required Supplier, for any Required Products or Services; (o) you misuse or make unauthorized use of our Proprietary Software Program; (p) you fail to maintain insurance or otherwise adhere to our insurance requirements; (q) you fail, within fifteen (15) days after notification of non-compliance by federal, state or local government authorities to comply with any law or regulation applicable to the Casago Business; (r) any government action is taken against you that results in any obligation upon us which in our sole judgment is uneconomical, not in our best interests, or would result in us having an unintended relationship or obligation; (s) you fail to comply with the anti-terrorist provision of your Franchise Agreement; (t) you take for your own personal use any assets or property of the Casago Business, including employee taxes, FICA, insurance or benefits; <del>or</del> (u) there are insufficient funds in your bank account to cover a</p>

	Provision	Section in Franchise Agreement	Summary
			check or EFT payment to us <del>threetwo (32)</del> or more times within any twelve (12) month period; <u>(v) you fail to meet the minimum growth targets for two consecutive quarters or more than three total quarters during the term of the franchise agreement; or (w) or you attempt to make an unauthorized sale or transfer of you or any interest in the Casago Business.</u>
i.	Your obligations on termination/ non-renewal	<u>15.7</u> , 16.1 and 16.2	Upon termination, non-renewal, or transfer, you must, at your own cost and expense: (a) cease immediately all operations under the Franchise Agreement; (b) pay us immediately all unpaid fees and pay us, our affiliates, and our major suppliers and vendors, all other monies owed; (c) discontinue immediately the use of the Proprietary Marks; (d) immediately return the Operations Manual, along with all other manuals and Confidential Information we loaned to you, and immediately and permanently cease use of the Confidential Information; (e) immediately cease using all telephone numbers, <u>email accounts, websites,</u> and listings used in connection with the operation of the Casago Business and direct the <del>telephone</del> <u>applicable</u> company to transfer all such numbers, <u>accounts</u> and listings to us or our designee or, if we direct, disconnect the numbers; (f) promptly surrender all stationery, printed matter, signs, advertising materials and other items containing the Proprietary Marks, and all items which are a part of the trade dress of the System, as we direct; (g) cease to hold yourself out as our franchisee; (h) take the necessary actions required to amend or cancel any assumed name, business name or equivalent registration which contains any trade name or other Proprietary Mark we licensed to you, and provide us with evidence of this within thirty (30) days after the termination, expiration or transfer of your Franchise Agreement; (i) permit us to make final inspection of your financial records, books, and other accounting records within six (6) months of the effective date of termination, expiration, or transfer; (j) comply with the post-termination covenants set forth in Section 17 of your Franchise Agreement; (k) cease to use in advertising or in any other manner, any methods, procedures or techniques associated with us or the System; (l) transfer all rights and access to any

	Provision	Section in Franchise Agreement	Summary
			<p>Proprietary Software Program used in connection with the Casago Business; and (m) sign from time to time any necessary papers, documents, and assurances to effectuate any of the obligations listed in Section 16 of the Franchise Agreement. <u>You must also pay us a termination fee equal to the amount of Royalties and other fees we would have been entitled to for the remainder of the ten year term of the Franchise Agreement (assuming you had met your Gross Rental Revenue Minimum Growth Targets).</u></p> <p>You appoint us as your attorney-in-fact to execute in your name and on your behalf, all documents necessary to discontinue your use of the Proprietary Marks and the Confidential Information.</p>
j.	Assignment of contract by us	<del>14.5</del> 14.6	We have the right to sell, transfer, assign and/or encumber all or any part of our assets and our interest in, and rights and obligations under, the Franchise Agreement in our sole discretion.
k.	“Transfer” by you - definition	14.3	<p><del>A “transfer” occurs: (a) if you are a corporation, upon any assignment, sale, pledge or transfer of any fractional portion of your voting stock or any increase in the number of outstanding shares of your voting stock which results in a change of ownership; (b) if you are a partnership, upon the assignment, sale, pledge or transfer of any fractional partnership ownership interest; or (c) if you are a limited liability company, upon the assignment, sale, pledge or transfer of any interest in the limited liability company.</del> <u>A “transfer” means any sale, transfer, assignment or encumbrance of the Casago Business or the Franchise Agreement. A transfer includes (a) any sale or transfer of all or substantially all of the assets of the Casago Business; (b) any assignment, sale, pledge, or transfer of a direct or indirect controlling equity interest in the franchisee; (c) any merger, consolidation, issuance of equity, reorganization or similar transaction that results in a direct or indirect change in control of the franchisee; or (d) any other transaction that results in a change in the beneficial or record ownership of more than fifty percent (50%) of the voting securities of the franchisee.</u></p>
l.	Our approval of transfer by franchisee	14.1	You shall not sell, transfer, assign or encumber your interest in the Casago Business <u>or the Franchise Agreement</u> without our prior written consent. Any sale, transfer, assignment or encumbrance made

	Provision	Section in Franchise Agreement	Summary
			without our prior written consent will be voidable at our option and will subject your Franchise Agreement to termination.
m.	Conditions for our approval of transfer	<del>14.3.2</del> <u>14.3.1</u>	We may condition our approval of a transfer on the following occurrences: (a) all of your monetary obligations to us, our affiliates, and our major suppliers and vendors are satisfied; (b) you have cured all existing defaults under the Franchise Agreement or any other agreement with us, our affiliates, and our major suppliers and vendors; (c) you and your principals, and the transferee, have executed a general release; (d) you or the transferee have provided us with the executed purchase agreement relating to the proposed transfer, along with all supporting documents and schedules; (e) the transferee has demonstrated that <del>he/she</del> <u>the transferee</u> meets our educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to conduct the business to be transferred; has adequate financial resources and capital to meet the performance obligations under the Franchise Agreement; <del>and is not in the same business as us;</del> (f) the transferee executes our then-current form of <del>franchise agreement</del> <u>Franchise Agreement</u> for the unexpired term of your Franchise Agreement; (g) the transferee satisfactorily completes our Initial Training Program; (h) you, <del>your principals, and your family members comply</del> <u>complying</u> will the post-termination provisions of your Franchise Agreement; (i) the transferee obtains all permits and licenses required for the operation of the Casago Business; (j) to the extent required, the lessors or other parties must have consented to the proposed transfer; (k) the transfer must be made in compliance with any laws that apply to the transfer, including state and federal laws governing the offer and sale of franchises; (l) the purchase price and terms of the proposed transfer are not so burdensome to the prospective transferee as to impair or materially threaten its future operation of the Casago Business and the transferee's performance under its <del>franchise agreement</del> <u>Franchise Agreement</u> ; (m) you must request that we provide the prospective transferee with our current form of franchise disclosure document; (n) our approval of the transfer shall not constitute a waiver of any claims we may

	Provision	Section in Franchise Agreement	Summary
			have against you; (o) we may disclose to any prospective transferee such revenue reports and other financial information concerning you and your Casago Business; (p) in any event, we may withhold or condition our consent to any transfer as we deem appropriate based on the circumstances of the transfer or otherwise; and (q) you are responsible for the payment of all commissions or other monies due from the sale of the Casago Business if, (1) you listed the Casago Business with a broker, or (2) the transferee is referred to us by a broker lead referral network or otherwise. <u>You must also pay us a transfer fee equal to 50% of the Initial Franchise Fee.</u>
n.	Our right of first refusal to acquire your business	<del>14.3.1</del> <u>None.</u>	<del>If you propose to transfer either the Franchise Agreement or all, or substantially all, of the assets used in connection with the Casago Business or any interest in your lease to any third party, you shall first offer to sell the interest to us on the same terms and conditions as offered by such third party. You shall obtain a letter of intent containing the terms of the offer that is signed by you and the third party, (“Letter of Intent”). If we decline the offer within a thirty (30) day period, you will have a period of up to sixty (60) days to complete the transfer described in the Letter of Intent subject to our transfer conditions. Any material change in the terms of the offer shall be deemed a new proposal subject to our right of first refusal. So long as you have obtained our prior written consent, a transfer to an existing partner or shareholder, or a transfer as a result of the death, disability or incapacitation of a shareholder or partner, is not subject to our first right of refusal.</del>
o.	Our option to purchase your business	16.3	Upon termination or expiration of your Franchise Agreement, we have the option, but not the obligation, to purchase <del>any personal property</del> <u>some or all of the assets</u> used in connection with operation of your Casago Business by providing you written notice within sixty (60) days after such termination or expiration and paying you the book value for such <del>personal property</del> <u>assets</u> within sixty (60) days of the notice. <del>We may exclude from the personal property purchased any cash or its equivalent and any equipment, signs, inventory, materials and supplies that are not reasonably necessary (in function or quality) to the Casago Business’s operation.</del>

	Provision	Section in Franchise Agreement	Summary
p.	Your death or disability	14.2	In the event of your death, disability, or incapacitation, your legal representative must transfer your interest in the Franchise Agreement to a third party that we must approve, in our sole discretion. That transfer must be completed within a reasonable time, not to exceed six (6) months from the date of death or disability, and is subject to all of the terms and conditions in Section 14 of the Franchise Agreement. If a certified Designated Manager is not managing the Casago Business, your legal representative must appoint a manager that we approve no later than thirty (30) days from the date of death or disability. The newly appointed manager must complete our standard Initial Training Program at your expense. If we determine that the Casago Business is not being managed properly any time after your death or disability, we may, but have no obligation to, assume the Casago Business's management (or appoint a third party to assume its management). We may charge you (in addition to the Royalty, System Marketing Fund Contributions, and other amounts due under the Franchise Agreement) a reasonable amount of compensation, plus our (or the third party's) direct out-of-pocket costs and expenses if we (or a third party) assume the Casago Business's management.
<del>r</del> <u>r</u> :	Non-competition covenants during the term of the franchise	17.1	You may not, <u>without our consent</u> : (a) own, maintain, engage in, be employed by, lend money to, extend credit to or have any interest in any business providing property rental or management services, or any other business offering products and services offered or authorized for sale by System franchisees (a "Competing Business"), <u>or any business that grants franchises or licenses to operate a Competing Business</u> , other than any other Casago Business; or (b) divert or attempt to divert any business or customer or prospect of the Casago Business to any Competing Business, 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 or the System.
<del>r</del> <u>s</u> :	Non-competition covenants after the <del>franchise</del> <u>Franchise Agreement</u> is terminated or expires	<del>17.2.1 and 17.2.2</del> <u>17.2</u>	For a period of two (2) years after the expiration and nonrenewal, transfer or termination of your Franchise Agreement, you may not <del>enter into</del> <u>own, maintain, engage in, be employed by, lend money to, extend credit to or have any interest in</u> any

	Provision	Section in Franchise Agreement	Summary
			<p>business <del>competing in whole or in part with us in granting that grants</del> franchises or licenses to operate a Competing Business <del>at the time your Franchise Agreement is terminated or otherwise expires and is not renewed.</del></p> <p>For a period of two (2) years after the expiration and nonrenewal, transfer or termination of your Franchise Agreement, regardless of the cause, you may not: <del>(a) own, maintain, engage in, be employed by, or have any interest in any Competing Business at the time of termination or expiration and nonrenewal, (1) within your Territory, or (2) within a radius of twenty (20) miles of the perimeter of (i) your Territory, or (ii) any other Territory licensed by us as of the date of expiration or termination of your Franchise Agreement; or (b) interfere with our business relationships or with anyone or any entity with which we have a business relationship.</del></p>
<del>s.</del> <u>t.</u>	Modification of the Franchise Agreement	22.1	The Franchise Agreement may not be modified except by a written document signed by both parties.
<del>t.</del> <u>u.</u>	Integration/ merger clauses	22.1	The Franchise Agreement constitutes the entire agreement by the parties. Nothing in the Franchise Agreement is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.
<del>u.</del> <u>v.</u> <u>z.</u>	Dispute resolution by arbitration or mediation	<del>18.2-18.3</del> <u>18.2 and 18.3</u>	<p>You must <del>bring</del><u>attempt in good faith to resolve</u> all disputes <del>before our President and/or Chief Executive Officer with us</del> prior to bringing a claim before a third party. After exhausting this internal dispute resolution procedure, at our option, all claims or disputes between you and us must be submitted first to <del>non-binding mediation</del><u>arbitration</u> in the city where Franchisor's headquarters is located in accordance with the American Arbitration Association's Commercial <del>Mediation</del><u>Arbitration</u> Rules then in effect (subject to state law).</p> <p><del>The parties shall</del><u>We are</u> not <del>be</del> required to <del>first attempt to mediate</del><u>submit</u> a controversy, dispute, or claim <del>through mediation as set forth in Section 18.3 to arbitration</del> if such controversy, dispute, or claim concerns <u>(a) past-due amounts owed to Franchisor or (b) an allegation that a party Franchisee has committed:</u> (i) <del>any non-curable default; or (ii) any default related to</del></p>

	Provision	Section in Franchise Agreement	Summary
			<del>quality assurance</del> violations of certain intellectual property or confidentiality obligations or (ii) violations of restrictive covenants.
<del>w.</del> <u>w.</u>	Choice of forum	<del>18.4</del> <u>18.3 and 18.11</u>	All claims <u>must be arbitrated in Scottsdale, AZ or the city where Franchisor's headquarters is then-located. For any claims</u> not subject to <del>mediation</del> <u>must be brought before</u> arbitration, you agree to a court of general jurisdiction in Scottsdale, AZ or the city where Franchisor's headquarters is then-located or, if appropriate, the United States District Court where Franchisor's headquarters is then-located (subject to state law).
<del>w.</del> <u>x.</u>	Choice of law	18.1	The Franchise Agreement is governed by the laws of the State of <del>Arizona</del> <u>Delaware</u> (subject to state law).

**ITEM 18**  
**PUBLIC FIGURES**

We do not currently use any public figure to promote our franchise, but we reserve the right to do so in the future.

**ITEM 19**  
**FINANCIAL PERFORMANCE REPRESENTATION**

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Steve Schwab, 15475 N Greenway Hayden Road, Suite B2, Scottsdale, AZ 85260, (877) 525-0999, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20**  
**OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1**  
**System-wide Outlet Summary**  
**For Years ~~2021~~2022 to ~~2023~~2024**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	<del>2021</del>		2	+2
	2022	<del>0</del> 2	<del>14</del> 13	<del>+12</del> +11
	2023	<del>14</del> 13	<del>31</del> 29	<del>+17</del> +16
	2024	29	36	+7
Company-Owned or Affiliate-Owned*	<del>2021</del>	6	6	0
	2022	6	6	0
	2023	6	6	0
	2024	6	6	0
Total Outlets**	<del>2021</del>		8	+2
	2022	<del>6</del> 8	<del>10</del> 19	<del>+12</del> +11
	2023	<del>20</del> 19	<del>37</del> 35	<del>+17</del> +16
	2024	35	42	+7

\* Company-owned outlets include those outlets owned, directly or indirectly, by us or one of our affiliates, or by any person required to be identified in Item 2 of this Franchise Disclosure Document.

\*\* Totals and tables do not include outlets operated outside of the US. As of the date of this disclosure document, there are five foreign franchised outlets and six foreign affiliate-owned outlets.

**Table No. 2**  
**Transfers of Outlets from Franchisees to New Owners**  
**(other than the Franchisor)**  
**For Years ~~2021~~2022 to ~~2023~~2024**

State	Year	Number of Transfers
California	<del>2021</del> 2022	<del>0</del> 0
	2023	1
	<u>2024</u>	<u>0</u>
Total	<del>2021</del> 2022	<del>0</del> 0
	2023	<del>0</del> <u>1</u>
	<u>2024</u>	<u>0</u>

Table No. 3 Status of Franchised Outlets For Years <del>2021</del> 2022 to <del>2023</del> 2024	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
<del>AL</del>	<del>2021</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>
<u>AL</u>	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	<u>2024</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<del>AZ</del>	<del>2021</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>
<u>AZ</u>	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<del>CA</del>	<del>2021</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>
<u>CA</u>	2022	0	3	0	0	0	0	3
	2023	3	2	0	0	0	0	5
	<u>2024</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>

Table No. 3 Status of Franchised Outlets For Years <del>2021</del> 2022 to <del>2023</del> 2024State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
	<del>CO</del>	2021	0	0	0	0	0	0
CO	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
FL	<del>2021</del>							
	2022	0	1	0	0	0	0	1
	2023	2	1	0	0	0	0	3
	2024	3	3	0	0	0	0	6
HI	2022	1	2	0	0	0	0	3
	2023	3	4	0	0	0	0	4
ID	<del>2021</del>							
	2024	0	4	0	0	0	0	1
ID	2022	1	1	0	0	0	0	2
	2023	2	2	0	0	0	0	4
	2024	4	0	0	0	0	0	4
MN	<del>2021</del>							
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
MO	2022	0	0	0	0	0	0	0
	2023	0	4	0	0	0	0	4
	2024	0	1	0	0	0	0	1
MT	2021	0	0	0	0	0	0	0
MT	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
NV	2021	0	0	0	0	0	0	0
NV	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
OR	2021	0	0	0	0	0	0	0
OR	2022	0	1	0	0	0	0	1

<b>Table No. 3 Status of Franchised Outlets For Years <del>2021</del>2022 to <del>2023</del>2024</b>	<b>Year</b>	<b>Outlets at Start of Year</b>	<b>Outlets Opened</b>	<b>Terminations</b>	<b>Non-Renewals</b>	<b>Reacquired by Franchisor</b>	<b>Ceased Operations Other Reasons</b>	<b>Outlets at End of the Year</b>
	2023	1	1	0	0	0	0	2
	2024	2	1	0	0	0	0	3
<b>SC</b>	<del>2021</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>
<b>SC</b>	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
<b>TX</b>	<del>2021</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>
<b>TX</b>	2022	0	2	0	0	0	0	2
	2023	2	3	0	0	0	0	5
	2024	5	2	0	0	0	0	7
<b>UT</b>	<del>2021</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>
<b>UT</b>	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
<b>VA</b>	<del>2021</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>
<b>VA</b>	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
<b>WV</b>	<del>2021</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>
	<del>2022</del> 2024	<del>0</del> 1	<del>0</del> 1	<del>0</del> 0	<del>0</del> 0	<del>0</del> 0	<del>0</del> 0	<del>0</del> 1
	<del>2023</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>1</del>
<b>Totals</b>	<del>2021</del> 2022	<del>0</del> 2	<del>2</del> 11	<del>0</del> 0	<del>0</del> 0	<del>0</del> 0	<del>0</del> 0	<del>2</del> 13
	2023	14	17	0	0	0	0	31
	2024	29	9	2	0	0	0	36

**Table No. 4**  
**Status of Company-Owned and Affiliate-Owned Outlets**  
**For Years ~~2021~~2022 to ~~2023~~2024**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Re-Acquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
<del>AZ</del>	<del>2021</del>	<del>3</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>3</del>
<u>AZ</u>	2022	3	0	0	0	0	3
	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3
<del>CA</del>	<del>2021</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>1</del>
<u>CA</u>	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
<del>UT</del>	<del>2021</del> <del>2024</del>	1	0	0	0	0	1
<u>UT</u>	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
<del>WV</del>	<del>2021</del> <del>2024</del>	1	0	0	0	0	1
<u>WV</u>	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
<b>Total</b>	<del>2021</del>	<del>6</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>6</del>
	2022	6	0	0	0	0	6
	2023	6	0	0	0	0	6
	2024	6	0	0	0	0	6

**Table No. 5**  
**Projected Openings as of December 31, ~~2023~~2024**

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
AL	<del>0</del>	<del>5</del>	0
<u>AK</u>	<u>0</u>	<u>1</u>	<u>0</u>
<u>AR</u>	<u>0</u>	<u>1</u>	<u>0</u>
CA	0	<del>13</del>	0
CO	0	<del>14</del>	0
<u>DE</u>	<u>0</u>	<u>2</u>	<u>0</u>
FL	<del>20</del>	<del>15</del>	0
<u>GA</u>	<u>0</u>	<u>7</u>	<u>0</u>
<u>HI</u>	<u>0</u>	<u>4</u>	<u>0</u>
<u>ID</u>	<u>0</u>	<u>3</u>	<u>0</u>
<u>MA</u>	<u>0</u>	<u>3</u>	<u>0</u>
<u>MD</u>	<u>0</u>	<u>3</u>	<u>0</u>
<u>ME</u>	<u>0</u>	<u>4</u>	<u>0</u>
<u>MI</u>	<u>0</u>	<u>2</u>	<u>0</u>
MO	<del>0</del>	<del>2</del>	0
<u>MT</u>	<u>0</u>	<u>1</u>	<u>0</u>
NC	0	7	0
<u>NH</u>	<u>0</u>	<u>2</u>	<u>0</u>
<u>NM</u>	<u>0</u>	<u>3</u>	<u>0</u>
<u>NY</u>	<u>0</u>	<u>1</u>	<u>0</u>
OR	0	<del>18</del>	0
<u>SC</u>	<u>0</u>	<u>4</u>	<u>0</u>
TN	0	<del>25</del>	0
TX	<del>20</del>	<del>29</del>	0
<u>UT</u>	<u>0</u>	<u>5</u>	<u>0</u>
<u>VT</u>	<u>0</u>	<u>3</u>	<u>0</u>
WA	0	<del>15</del>	0
<u>WI</u>	<u>0</u>	<u>2</u>	<u>0</u>
<u>WY</u>	<u>0</u>	<u>1</u>	<u>0</u>
<b>Total</b>	<del>60</del>	<del>121</del> <b>35</b>	<b>0</b>

Our list of current franchisees is disclosed in Exhibit F, and our list of franchisees who have left the system is disclosed in Exhibit G as of December 21, ~~2023~~2024. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the System.

There is presently no trademark specific franchisee organization associated with the System. During the last three (3) fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

## **ITEM 21** **FINANCIAL STATEMENTS**

Attached as Exhibit C are our audited financial statements as of December 31, 2024 and 2023, ~~2022~~, and ~~2021, as well as~~ our ~~unaudited financials~~ audited financial statements as of ~~March 30, 2024~~ December 31, 2023 and 2022. Our fiscal year-end is December 31.

## **ITEM 22** **CONTRACTS**

The following contracts, agreements and other relevant documents are attached as Exhibits to this Disclosure Document:

Exhibit D - Franchise Agreement

Exhibit A -- ~~Personal~~ Guaranty

Exhibit B -- Conditional Assignment of Franchisee's Telephone Numbers, Facsimile Numbers, ~~and~~ Domain Names and Email Accounts

Exhibit C -- Confidentiality ~~and Restrictive Covenant~~ Agreement

Exhibit D-1 -- Electronic Funds Withdrawal Authorization

Exhibit ~~E-D-2~~ -- ~~Sample Lease Addendum Form and Collateral Assignment of Lease Form~~ Accounts Payable Information

Exhibit E -- Restrictive Covenants Agreement

Exhibit E -- Sample Termination and Release Agreement

## **ITEM 23** **RECEIPTS**

Exhibit K of this Disclosure Document contains a detachable document, in duplicate, acknowledging receipt of this Disclosure Document by a prospective franchisee. You should sign both copies of the Receipts. You should retain one signed copy for your records and return the other signed copy to Steve Schwab at Casago International LLC, 15475 N Greenway Hayden Road, Suite 2B, Scottsdale, AZ 85260.

**EXHIBIT A**  
**TO CASAGO INTERNATIONAL LLC'S FRANCHISE DISCLOSURE DOCUMENT**  
**LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS**

~~Exhibit A~~



## LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws and for service of process. We may not yet be registered to sell franchises in any or all of these states.

<p><b><u>CALIFORNIA</u></b></p> <p>California Department of Financial Protection and Innovation TOLL FREE 1-(866) 275-2677</p> <p><u>LA Office</u> 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 (213) 576-7500</p> <p><u>Sacramento Office</u> 2101 Arena Boulevard Sacramento, CA 95834 (866) 275-2677</p> <p><u>San Francisco Office</u> One Sansome St., Suite 600 San Francisco, CA 94104 (415) 972-8565</p>	<p><b><u>CONNECTICUT</u></b></p> <p>(state administrator) State of Connecticut Department of Banking Securities &amp; Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230</p> <p>(agent for service of process) Banking Commissioner</p>
<p><b><u>HAWAII</u></b></p> <p>(state administrator) Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722</p> <p>(agent for service of process) Commissioner of Securities State of Hawaii 335 Merchant Street Honolulu, Hawaii 96813 (808) 586-2722</p>	<p><b><u>ILLINOIS</u></b></p> <p>Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465</p>
<p><b><u>INDIANA</u></b></p> <p>(state administrator) Indiana Secretary of State Securities Division, E-111 302 Washington Street Indianapolis, Indiana 46204 (317) 232-6681</p> <p>(agent for service of process) Indiana Secretary of State 201 State House 200 West Washington Street</p>	<p><b><u>MARYLAND</u></b></p> <p>(state administrator) Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360</p> <p>(agent for service of process) Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2021</p>

<p>Indianapolis, Indiana 46204 (317) 232-6531</p>	<p>(410) 576-6360</p>
<p><b><u>MICHIGAN</u></b></p> <p>(state administrator) Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 525 W. Ottawa Street G. Mennen Williams Building, 1<sup>st</sup> Floor Lansing, Michigan 48933 (517) 373-7117</p> <p>(agent for service of process) Corporations Division Bureau of Commercial Services Department of Labor and Economic Growth P.O. Box 30054 Lansing, Michigan 48909</p>	<p><b><u>MINNESOTA</u></b></p> <p>(state administrator) Minnesota Department of Commerce 85 7<sup>th</sup> Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 296-6328</p> <p>(agent for service of process) Minnesota Commissioner of Commerce</p>
<p><b><u>NEW YORK</u></b></p> <p>(state administrator) Office of the New York State Attorney General NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21<sup>st</sup> Floor New York, NY 10005 (212) 416-8236</p> <p>(agent for service of process) New York Department of State Attention: UCC One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, NY 12231 (518) 473-2492</p>	<p><b><u>NORTH DAKOTA</u></b></p> <p>North Dakota Securities Department State Capitol, Fifth Floor, Dept. 414 600 East Boulevard Avenue Bismarck, North Dakota 58505 (701) 328-4712</p>
<p><b><u>OREGON</u></b></p> <p>Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387</p>	<p><b><u>RHODE ISLAND</u></b></p> <p>Securities Division Department of Business Regulation, Bldg. 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9582</p>
<p><b><u>SOUTH DAKOTA</u></b></p> <p>Division of Securities Department of Labor &amp; Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-4823</p>	<p><b><u>VIRGINIA</u></b></p> <p>(state administrator) State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051</p> <p>(for service of process)</p>

	<p>Clerk of the State Corporation Commission  1300 East Main Street, 1<sup>st</sup> Floor  Richmond, Virginia 23219  (804) 371-9733</p>
<p><b><u>WASHINGTON</u></b></p> <p>(state administrator)  Department of Financial Institutions  Securities Division  P.O. Box 9033  Olympia, Washington 98507-9033  (360) 902-8760</p> <p>(agent for service of process)  Director, Department of Financial Institutions  Securities Division  150 Israel Road S.W.  Tumwater, Washington 98501  (360) 902-8760</p>	<p><b><u>WISCONSIN</u></b></p> <p>(state administrator)  Division of Securities  Department of Financial Institutions  201 W Washington Avenue, 3<sup>rd</sup> Floor  Madison, Wisconsin 53703  (608) 266-1064</p> <p>(agent for service of process)  Administrator, Division of Securities  Department of Financial Institutions  201 W Washington Avenue, 3<sup>rd</sup> Floor  Madison, Wisconsin 53703</p>

**EXHIBIT B  
TO CASAGO INTERNATIONAL LLC'S  
FRANCHISE DISCLOSURE DOCUMENT**

**TABLE OF CONTENTS OF OPERATIONS MANUAL**

**EXHIBIT C**

**TO CASAGO INTERNATIONAL LLC'S**

**FRANCHISE DISCLOSURE DOCUMENT**

**FINANCIAL STATEMENTS**

UNAUDITED FINANCIALS AS OF ~~MARCH 30~~FEBURARY 28, 2024~~2025~~

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESS HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

CASA  
NOTE  
DECE

NOTE

**EXHIBIT D**

**TO CASAGO INTERNATIONAL LLC'S**

**FRANCHISE DISCLOSURE DOCUMENT**

**FRANCHISE AGREEMENT**





Attn: \_\_\_\_\_

[Signature Page to Data Sheet Follows]

Agreed by the parties:

<u>Franchisor:</u>	<u>Franchisee:</u>
<u>Casago International LLC</u>	<u>(Individual, Partnership or Corporation Name)</u>
By: _____	By: _____
Title: _____	Title: _____

**The terms of this Data Sheet are incorporated into the attached Franchise Agreement.**

**[Table of Contents to Franchise Agreement Follows]**

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**CASAGO INTERNATIONAL LLC**  
**FRANCHISE AGREEMENT**

THIS AGREEMENT (the “Agreement” or “Franchise Agreement”) is entered into and made effective this \_\_\_\_\_ day of \_\_\_\_\_, ~~20~~2025, by and between Casago International LLC, an Arizona limited liability company, with its principal business address at 15475 North Greenway Hayden Road, Suite B2, Scottsdale, AZ 85260 (“Franchisor” or “Casago”) and the franchisee (“Franchisee”) identified ~~in~~on the attached Data Sheet (~~“Franchisee”~~the “Data Sheet”).

**BACKGROUND**

A. Franchisor and/or its principal or affiliate has developed a system for the establishment and operation of Casago businesses (each a “Casago Business”) focused on providing full-service and limited-service property management services in connection with short-term vacation and corporate housing rentals and property management services;

~~B. Franchisor is engaged in the business of granting franchises to operate Casago Businesses;~~

~~C. Franchisee desires to enter into an agreement with Franchisor to obtain the rights to operate a Casago Business using the system developed by Franchisor,~~ which includes uniform specifications of products and services, standards of care, customer services practices, principals for working with owners, renters, employees and vendors, scheduling procedures, marketing, advertising, a proprietary learning system, software, and procedures for the operation and management of a Casago Business in the manner set forth in this Agreement and in the operations manual provided by Franchisor and modified from time to time (collectively, the “System”);

~~D. Franchisor and its franchisees use various trade names, trademarks and service marks including, without limitation, the service mark “Casago”, in connection with the System (the “Proprietary Marks”). The rights to all such Proprietary Marks as are now, or shall hereafter be, designated as part of the System shall be owned exclusively by Franchisor or its Affiliates and be used for the benefit of Franchisor, Franchisor’s Affiliates and Franchisor’s franchisees to identify to the public the source of the products and services marketed thereunder;~~

~~E.~~  
B. Franchisor is the owner of the service marks set forth on Exhibit A (such marks, and any other marks Franchisor may designate for the System from time to time, in Franchisor’s discretion, the “Proprietary Marks”);

C. Franchisor is engaged in the business of granting franchises to operate Casago Businesses;

D. Franchisee has applieddesires to enter into an agreement with Franchisor~~for a franchise to obtain the rights to~~ operate a Casago Business ~~and such application has been approved in reliance upon all of the representations made therein; and~~

~~F. Franchisee hereby acknowledges that adherence to the terms of this Agreement and the standards and specifications of Franchisor are essential to the operation of its Casago Business and to the operations of using the System;~~

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, commitments and understandings contained herein, Franchisor and Franchisee hereby agree as follows:

### 1. GRANT OF FRANCHISE

**1.1 Grant and Acceptance.** Franchisor hereby grants to Franchisee, upon the express terms and conditions contained in this Agreement, and Franchisee hereby accepts, a franchise for the right to establish and operate one (1) Casago Business, under the System ~~and Proprietary Marks identified herein~~, and the right to use the ~~System and~~ Proprietary Marks in the operation of the Casago Business in the manner specified herein. Franchisor has the right to supplement, improve or otherwise modify the System from time to time in Franchisor's discretion, and Franchisee agrees to comply with all changes which may include, without limitation, the offer and sale of new or different products or services as Franchisor may specify.

**1.2 Reservation of Rights.** Except as otherwise provided for in this Agreement, the foregoing grant to Franchisee does not include any right to: (i) offer any product or service via e-commerce; (ii) establish ~~an independent website or to establish~~ a URL incorporating the Proprietary Marks or any variation thereof without Franchisor's express permission; or (iii) sell merchandise via wholesale; and (iv) distribute, market, or implement Franchisor's services or products in any channel of distribution not specifically identified in this Agreement. Franchisee expressly understands and agrees that Franchisor and Franchisor's affiliates shall have the right, in Franchisor's sole discretion, to engage in any of the following activities, without paying Franchisee consideration and regardless of the impact on Franchisee's business: (i) own and operate Casago Businesses at any location(s) outside of Franchisee's Territory (as defined in Section 1.5) under the same or different marks, or to license others the right to own and operate Casago Businesses at any location(s) outside Franchisee's Territory under the same or different marks; (ii) use the Proprietary Marks and System in connection with services and products, promotional and marketing efforts or related items, or in alternative channels of distribution, without regard to location; (iii) own and operate Casago Businesses or other businesses, or market the same or similar products and services, at any location(s) inside Franchisee's Territory under different marks, or to license others the right to own and operate a Casago Businesses or other businesses, or market products and services at any location(s) inside Franchisee's Territory under different marks; (iv) operate and license others the right to own and operate businesses under the Proprietary Marks anywhere within Franchisee's Territory to offer and provide products or services that do not compete with the Approved Products and Services; (v) require Franchisee to use Franchisor's or its affiliates' websites and systems for direct booking of reservations and other guest services; (vi) exclusively operate and license others the right to own and operate Casago Businesses under the Proprietary Marks and System into service non-traditional sites within your Territory including, but not limited to, hotels, ~~residential homes, and~~ commercial buildings, and other multi-unit sites; and ~~(vii)~~ engage and license others to engage in any other activities not expressly prohibited in this Agreement.

~~1.3 Approved~~ **Location of Operation.** Franchisee's Designated Manager and other

personnel may operate the Casago Business from either: ~~(i) a home office or leased premises~~ located in the Territory or within a 30-minute driving radius of the Territory, ~~or (ii) a leased premises located in the Territory that has been approved by Franchisor.~~ However, neither the Designated Manager nor any other personnel of Franchisee may not are permitted to meet guests or owners at ~~its home.~~ ~~For reference purposes, the home office or, if applicable, approved lease premises is hereinafter referred to as the “Approved Location.” If Franchisee chooses to operate the Franchised Business from a leased premises, Franchisee must notify us of the location, which must be located in its Territory.~~ the homes of such personnel. The initial location of Franchisee’s office for the Casago Business is listed on the Data Sheet.

~~1.4 — Relocation of Approved Location. Once the Franchisor approves the Approved Location of the Casago Business, the location will be set forth in the Data Sheet. Franchisee may not relocate and/or operate its Casago Business in any location other than the Territory without Franchisor’s prior written approval. Should Franchisee relocate the Casago Business without such permission, the new location will be treated as an entirely new franchise sale subject to new initial franchise fees and to such other provisions as would apply to a new franchise. If Franchisee has obtained office space and its landlord terminates its right to possession of its Approved Location before the term of its Franchise Agreement expires, then Franchisee must determine a new leased location within its Territory, or homebased location within a 30-minute radius of its Territory, and notify the Franchisor of its new location within its Territory. Franchisee may not relocate the Approved Location without providing the Franchisor prior written notice.~~

1.4 Relocation. Franchisee must notify Franchisor prior to changing the location of the home office or leased premises of the Casago Business as described in Section 1.3.

**1.5 Territory.** Except as otherwise provided in this Agreement, for so long as Franchisee complies with the terms and conditions hereof, Franchisor shall not establish and operate, nor license to any party other than Franchisee the right to establish and operate, any Casago Business under the System and use the Proprietary Marks during the term hereof within the ~~protected area identified (the “Territory”) set forth~~ in the Data Sheet, ~~the terms of which are incorporated herein by reference (“Territory”). Franchisor shall designate the Territory prior to execution of the Franchise Agreement.~~ Franchisor and its affiliates retain all other rights, including without limitation, the right to distribute products and services as described in Section 1.2 hereof within Franchisee’s Territory, as applicable. With Franchisor’s express written consent, Franchisee may provide services at locations outside the Territory that are not within the ~~Territory~~ territory of any other System franchisee. However, once a territory is sold to another System franchisee, Franchisee must immediately cease providing services to ~~customers~~ homeowners located within ~~the such~~ territory and transfer all relevant ~~customer~~ homeowner information to the new System franchisee. Nothing in this Section 1.5 shall prohibit Franchisor from establishing and operating or licensing to a third party the right to establish and operate a business using the System in conjunction with a service mark other than the Proprietary Mark.

**1.6: Other Channels of Distribution.** Franchisee expressly acknowledges and agrees that certain of Franchisor’s or its affiliate’s products or services, whether now existing or developed in the future, may be distributed in Franchisee’s Territory by Franchisor, Franchisor’s affiliates, or Franchisor’s franchisees, licensees or designees, in such manner and through such alternate channels of distribution as Franchisor, in its sole discretion, shall determine. Such alternate channels of distribution shall include, but are not limited to, sales of any products under the Proprietary Marks at or through the internet; provided that Franchisor shall not engage in any activity expressly prohibited

by Section 1.5. Franchisee understands that this Agreement grants Franchisee no rights: (i) to distribute such products as described in this Section ~~1.4~~1.6; or (ii) to share in any of the proceeds received by any such party therefrom.

**1.7 Multi-Market Accounts.** Franchisee expressly acknowledges and agrees that Franchisor has the exclusive right to negotiate and enter into agreements or approve forms of agreements to provide services to any business which owns, manages, controls or otherwise has responsibility for buildings or common services in more than one geographic location and/or whose presence is not confined within any one franchisee's designated territory (a "Multi-Market Account"). If Franchisee is in good standing under this Agreement, Franchisor may, but is not obligated, to provide Franchisee with the opportunity to perform services in the Territory under Multi-Market Account contracts. Franchisor reserves the right to, without compensation to Franchisee, provide the services directly or authorize an affiliate, another franchisee or third-party to do so even if the ~~job site~~property is within Franchisee's Territory ~~without compensation to Franchisee.~~

## **2. TERM AND RENEWAL**

**2.1 Term.** The initial term of this Agreement is for a period of ten (10) years which will begin on the date that Franchisor signs this Agreement.

**2.2 Renewal.** Franchisee has the right to renew this Agreement for successive ten (10) year periods, provided Franchisee has met the following conditions prior to each successor term:

2.2.1 Franchisee has notified Franchisor of Franchisee's intention to renew this Agreement in writing at least ninety (90) days, but no more than one hundred eighty (180) days, prior to expiration of the current term;

~~2.2.2 Franchisee has demonstrated to Franchisor's satisfaction that Franchisee has the right to operate the Casago Business from the Approved Location for the duration of the renewal term;~~

~~2.2.3~~

2.2.2 Franchisee is not in breach of any provision of this Agreement, or any other agreement between Franchisee and Franchisor, Franchisor's affiliates, or Franchisor's designated suppliers and vendors, Franchisee's landlord if applicable, and Franchisee has substantially complied with all such agreements during their respective terms;

~~2.2.4~~2.2.3 Franchisee has satisfied all monetary obligations Franchisee owes Franchisor, Franchisor's affiliates, and Franchisor's designated suppliers and vendors;

~~2.2.5~~2.2.4 Franchisee executes Franchisor's then-current form of franchise agreement, the terms of which may vary materially from the terms of this Agreement ~~and may include, without limitation, increased Royalty fees (defined in Section 3.2) and advertising obligations;~~

~~2.2.6~~2.2.5 Franchisee satisfies Franchisor's then-current training requirements for renewing franchisees, if any, at Franchisee's expense, as of the date of such renewal; and

~~2.2.7~~2.2.6 Franchisee signs a general release, in the form Franchisor prescribes, provided that said release shall not be inconsistent with any applicable state statute regulating

franchises.

### 3. FEES

**3.1 Initial Franchise Fee.** In consideration of the franchise granted to Franchisee by Franchisor, Franchisee must pay Franchisor an initial franchise fee (the “Initial Franchise Fee”) equal to between \$14,000 to \$112,000, in full, when Franchisee signs this Agreement. The amount of the Initial Franchise Fee due and payable to Franchisor by Franchisee shall be designated on the Data Sheet attached to this Franchise Agreement. The initial franchise fee is non-refundable and is deemed fully earned upon payment in consideration of administrative and other expenses Franchisor incurs in granting the franchise and for Franchisor’s lost or deferred opportunity to franchise others.

### 3.2 Royalty Fee.

**3.2.1 Monthly Royalty.** Throughout the term of this Agreement, Franchisee must pay Franchisor a continuing monthly royalty ~~equal to 3.5% of~~based on the Casago Business’s “Gross Rental Revenue” ~~per month. However, the~~ for the then-current calendar year (the “Current Year”). ~~The amount of the monthly royalty fee shall be reduced as determined by the sliding cumulative gross rental revenue scale below~~ (the “Monthly Royalty”):

~~a. The~~ is calculated based on a scale that decreases the royalty rate as Franchisee’s total Gross Rental Revenue increases during the Current Year. For each Current Year, Franchisee’s first \$0 to \$3,000,000 of Gross Rental Revenue ~~each year will be billed at 3.5%.~~

~~b. The following \$3,000,001 to \$5,000,000~~ is subject to a royalty rate of 3.5%. Franchisee’s next \$2,000,000 of Gross Rental Revenue in excess of \$3,000,000 in such Current Year is subject to a royalty rate of 3%. Franchisee’s next \$2,000,000 of Gross Rental Revenue in such Current Year in excess of \$5,000,000 is subject to a royalty rate of 2.5%. Franchisee’s next \$3,000,000 of Gross Rental Revenue ~~each year will be billed at 3%.~~

~~c. The following \$5,000,001 to~~ in excess of \$7,000,000 in such Current Year is subject to a royalty rate ~~of 2%. Any~~ Gross Rental Revenue ~~each year will be billed at 2.5%.~~

~~d. The following \$7,000,001 to~~ in excess of \$10,000,000 in such Current Year is subject to a royalty rate ~~of~~ Gross Rental Revenue ~~each year will be billed at 2%.~~

~~5. Any Gross Rental Revenue each year over \$10,000,001~~ each year will be billed ~~at 1.5%~~

~~Your~~ Franchisee’s cumulative Gross Rental Revenue generated each ~~year~~ Current Year resets annually on January 1st.

**3.2.1 Gross Rental Revenue.** “Gross Rental Revenue” includes all rental income and income or fees from cancellations that Franchisee derives or receives directly or indirectly from, through, by or on account of the operation of the Casago Business at any time after the signing of the Franchise Agreement, in whatever form and from whatever source, as well as business interruption insurance proceeds, all without deduction for expenses including marketing expenses. However, the definition of Gross Rental Revenue does not include income Franchisee earns from cleaning, maintenance, or

any other fees Franchisee may charge to renters or owners nor does it include sales tax that is collected from ~~eustomers~~renters and transmitted to the appropriate taxing authorities.

3.2.2 **Minimum Annual ~~Royalty Requirement~~Royalties**. Each calendar year during the ~~Term~~term of this Agreement, Franchisee must pay to Franchisor ~~royalties of at least the~~ minimum annual royalty set forth below (the “Minimum Annual Royalty ~~Requirement~~”). The ~~amount of the~~Minimum Annual Royalty for the first calendar year in which Franchisee operates the Casago Business is set forth in the Data Sheet. The Minimum Annual Royalty ~~Requirement shall depend for~~ subsequent calendar years is set forth below and is based upon the tier (“Tier”) of the Territory in which Franchisee operates the Casago Business (which Tier shall be designated on the Data Sheet attached to this Agreement) ~~and shall increase each year during the Term of the Franchise Agreement, as disclosed in the table below in this Section 3.2.2. If the Monthly Royalties paid by Franchisee for a calendar year are less than the applicable Minimum Annual Royalty for such year, then Franchisee shall pay Franchisor an amount equal to the difference between the Minimum Annual Royalty and the Monthly Royalties paid for such year (the “Minimum Annual Royalty Requirement”).~~ The Minimum Annual Royalty Requirement shall be due and payable each year to Franchisor no later than fifteen (15) days following the ~~one year anniversary (and, when end of the~~ end of the applicable, ~~subsequent anniversaries) of the Effective Date of the Franchise Agreement. In the event Franchisee fails to pay the Minimum Annual Requirement when due at any time during the Term of the Franchise Agreement, then Franchisor~~ calendar year and shall ~~have~~ be made via the ~~right to take any, or all, of the following actions: (i) require Franchisee to pay the balance of the Minimum Annual Royalty Requirement immediately, upon written request; (ii) reduce the size of Franchisee’s Territory under the Franchise Agreement, effective on notice to Franchisee; and/or (iii) immediately terminate the Franchise Agreement~~EFT program, as described in Section 3.4.

<b>Minimum Annual <del>Royalty Requirements</del>Royalties</b>				
	Tier 4	Tier 3	Tier 2	Tier 1
<u>Calendar Year 1</u>	<u>See Data Sheet</u>	<u>See Data Sheet</u>	<u>See Data Sheet</u>	<u>See Data Sheet</u>
<del>Year 1</del>	<del>\$4,375</del>	<del>\$8,750</del>	<del>\$17,500</del>	<del>\$26,250</del>
<u>Calendar Year 2</u>	\$8,750	\$17,500	\$35,000	\$52,500
<u>Calendar Year 3</u>	\$13,125	\$26,250	\$52,500	\$78,750
<u>Calendar Year 4</u>	\$17,500	\$35,000	\$70,000	\$105,000
<u>Calendar Year 5+ and all subsequent years</u>	\$21,875	\$43,750	\$87,500	\$131,250

3.3 **Gross Rental Revenue Reports**. ~~Franchisor~~Franchisee will ~~pull~~provide ~~Franchisor~~ a monthly Gross Rental Revenue Report (“Revenue Report”) ~~each month at the same time the Royalty is collected. In the event that Franchisor is unable to pull this report, Franchisor may require Franchisee to provide this data to the Franchisor. Each Revenue Report~~from Franchisee’s property management software on the third business day of the following month and an annual Gross Rental Revenue Report by January 15<sup>th</sup> of the subsequent year (the monthly Gross Revenue Rental Report and the Annual Gross Rental Revenue Report are sometimes collectively referred to herein as the “Revenue Report”) which will set forth include: (i) the Gross Rental Revenue generated during the ~~period~~prior month; (ii) a calculation of the Royalty ~~and~~2 Fund Contribution ~~(defined in Section 12.5), OTA Connection Fee and Booking Channel Fee~~; and (iii) any other information designated by the Franchisor. Franchisor may change the form and content of the Revenue Reports from time to time and/or require Franchisee to submit Revenue Reports on a different schedule upon notice. If

Franchisor ~~is unable to pull~~ has access to Franchisee's property management software, Franchisor will pull the Revenue Report directly from the property management software. If Franchisor does not have access to the property management software, Franchisee will provide the Revenue Report. If Franchisor does not have a Revenue Report by the ~~first (1st) of the month~~ date such report is due for any reason, Franchisor may process an EFT transfer for that month based on the most recent Revenue Report ~~Franchisee submitted in Franchisor's possession or based on Franchisor's reasonable estimate, pursuant to the EFT Program described below.~~ The amount withdrawn will be adjusted once Franchisee provides ~~accurate revenue data~~ the Revenue Report, and Franchisor will either credit Franchisee for the following month or withdraw additional funds by EFT as appropriate.

**3.4 Manner of Payment.** Payment of ~~Royalties~~ the Monthly Royalty shall be made on a monthly basis, on the fifteenth (15<sup>th</sup>) day of each month for ~~proceeding~~ the preceding month and shall be made by an electronic funds transfer program (the "EFT Program") under which Franchisor automatically deducts all payments owed to Franchisor under this Agreement, or any other agreement between Franchisee and Franchisor, from Franchisee's bank account. Franchisee shall deposit all revenues from operation of Franchisee's Casago Business into Franchisee's bank account within three (3) days of receipt, including all cash, checks, and credit card receipts. At least ten (10) days before opening Franchisee's Casago Business, Franchisee shall provide Franchisor with Franchisee's bank name, address and account number, and a voided check from such bank account, and shall sign and give to Franchisor and Franchisee's bank, all documents, including Exhibit D to this Agreement, necessary to effectuate the EFT Program and Franchisor's ability to withdraw funds from such bank account via electronic funds transfer ("EFT"). Franchisee shall immediately notify Franchisor of any change in Franchisee's banking relationship, including changes in account numbers. Franchisor reserves the right to require Franchisee to pay any fees due under this Agreement by such other means as Franchisor may specify from time to time. ~~If any Revenue Report has not been received within the time period required by this Agreement, then Franchisor may process an EFT for the subject month based on the most recent Revenue Report provided by Franchisee to Franchisor, provided, that if a Revenue Report for the subject month is subsequently received and reflects: (i) that the actual amount of the fee due was more than the amount of the EFT, then Franchisor shall be entitled to withdraw additional funds through EFT from Franchisee's designated bank account for the difference; or (ii) that the actual amount of the fee due was less than the amount of the EFT, then Franchisor shall credit the excess amount to the payment of Franchisee's future obligations.~~

**3.6.3.5 Insufficient Funds.** As part of Franchisee's participation in the EFT Program, if the funds in Franchisee's bank account are insufficient to cover any amounts due under this Agreement on the date such funds are due, Franchisor has the right to charge Franchisee a penalty fee of Two Hundred Fifty Dollars (\$250.00) per occurrence. Should any EFT not be honored by Franchisee's bank for any reason, Franchisee agrees that Franchisee shall be responsible for that payment and any service charge. Nothing contained in this Section 3.5 shall prevent Franchisor from exercising, in Franchisor's sole judgment, any other rights or remedies available to Franchisor under this Agreement.

**3.7.3.6 Late Fees and Interest.** If Franchisee makes any late payment or underpayment of the Monthly Royalty ~~or,~~ any other fee due under this Agreement or any other agreement between Franchisee and Franchisor, or any other charges or fees Franchisee owes Franchisor or Franchisor's affiliates, in addition to the overdue amount, Franchisor has the right to charge Franchisee interest on such amount from the date it was due until all past due amounts are paid, at a rate of the ~~higher~~ lesser of eighteen percent (18%) per annum or the maximum permitted by law.

~~3.8~~

**3.7 Taxes on Payments.** In the event any taxing authority, wherever located, imposes any future tax, levy or assessment on any payment Franchisee makes to Franchisor, Franchisee must, in addition to all payments due to Franchisor, pay such tax, levy or assessment.

~~3.9—Vacation Rental Software~~**3.8 OTA Channel Connection Fee.**—~~Direct~~ Channel ~~Connections~~connections to online travel agency (“OTA”) sites and customizations in connection with such sites may be provided to Franchisee at Franchisor’s then current ~~Software~~fee (the “OTA Channel Connection fee, Fee”), which is currently one percent (10.485%) of Gross Rental Revenue booked via the Software Channel Connection, subject to increases up to 1.5% of Gross Rental Revenue booked OTA. Payment of the ~~Software~~OTA Channel Connection ~~for all direct channel connections~~Fee shall be made in the manner designated by Franchisor or Franchisor’s Designated Software (as defined below) provider. Franchisor reserves the right to change the amount of this fee and the manner of payment of this fee as changes are made to the System’s hardware and software requirements, which are described more fully in Section 7.9 of this Agreement.

~~3.10—Casago.com~~**3.9 Franchisor-Owned Booking Channel Fee.** Franchisee ~~must~~shall pay Franchisor its then current fee, currently five percent (5%) of Gross Rental Revenue, for reservations booked through websites and other channels owned by Franchisor’s ~~casago.com website or its affiliates~~ for rentals within the Territory (the “Booking Channel Fee”). The Booking Channel Fee is due and payable at the same time and in the same manner as the Royalty Fee. Franchisor may increase the Booking Channel Fee up to ~~seven and one-half~~ten percent (~~7.5~~10) of Gross Rental Revenue during the term of this Agreement.

~~3.11~~**3.10 Technology Fee.** ~~From time to time~~In the future, Franchisor may charge Franchisee ~~an on-going~~a technology fee to pay for certain new or additional aspects of Franchisee’s Computer System and/or required software and/or currently existing or future developed technology (“Technology Fee”). Franchisor may designate and/or change the amount, scope, or manner of payment of the Technology Fee, including the party to whom payment is made, at any time providing thirty (30) days’ notice to Franchisee.

## 4. PROPRIETARY MARKS

### 4.1 Franchisee’s Use of the Proprietary Marks.

4.1.1 Franchisee shall use only the Proprietary Marks ~~which~~designated by Franchisor ~~designates~~, and only in the manner Franchisor authorizes and permits. If Franchisee, as of the Effective Date, is or is affiliated with an existing operator of a property management business with an established inventory of rental properties, as indicated on the Data Sheet, Franchisee shall be considered an “Existing Operator” under this Agreement and Franchisee may, in addition to the Proprietary Marks, continue to use the marks associated with such existing operation, or certain variations thereof designated by Franchisor, provided that, in any case, Franchisee must do so in accordance with any guidelines agreed to by the parties and any policies established by Franchisor in the Operations Manual, which may include co-branding rules as well as phase out period of such other marks. Following any such phase out period, Franchisee shall use only the Proprietary Marks. For the avoidance of doubt, all goodwill derived from use of the Proprietary Marks by Franchisee,

including in a co-branded or blended branded capacity, shall inure to the sole benefit of Franchisor.

4.1.2 Franchisee shall use the Proprietary Marks only in connection with the Casago Business in advertising for the Casago Business.

4.1.3 Franchisee shall use all Proprietary Marks without prefix or suffix and in conjunction with the symbols “TM”, “SM”, “S” or “®”, as applicable. Franchisee may not use the Proprietary Marks in connection with the offer or sale of any products or services which Franchisor has not authorized for use in connection with the System. Franchisee may not use the Proprietary Marks as part of Franchisee’s corporate or other legal name. Franchisee must use Franchisee’s corporate or limited liability company name either alone or followed by the initials “D/B/A” and the business name “Casago”. Franchisee must promptly register at the office of the county in which Franchisee’s Casago Business is located, or such other public office as provided for by the laws of the state in which Franchisee’s Casago Business is located, as doing business under such assumed business name.

4.1.4 Franchisee must identify itself as the owner of the Casago Business (in the manner Franchisor prescribes) in conjunction with any use of the Proprietary Marks including, without limitation, on invoices, order forms, receipts, and business stationery and otherwise as Franchisor may designate in writing.

4.1.5 Franchisee must prominently display the Proprietary Marks on or in connection with any media advertising, promotional materials, posters, displays, receipts, stationery and forms that Franchisor designates and in the manner that Franchisor prescribes.

4.1.6 Franchisee’s 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 Franchisor’s rights.

4.1.7 Franchisee shall not use the Proprietary Marks to incur any obligation or indebtedness on Franchisor’s behalf.

4.1.8 Franchisee shall execute all documents Franchisor deems necessary to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability.

4.1.9 Franchisee must promptly notify Franchisor of any suspected unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to Franchisor’s ownership of, Franchisor’s right to use and to license others to use, or Franchisee’s right to use, the Proprietary Marks. Franchisee acknowledges that Franchisor has the sole right, though not the obligation to: (i) direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement thereof; (ii) take action against uses by others that may constitute infringement of the Proprietary Marks; or (iii) defend Franchisee against any third-party claim, suit, or demand arising out of Franchisee’s use of the Proprietary Marks. In such circumstances, if Franchisor, in Franchisor’s sole discretion, determines that Franchisee has used the Proprietary Marks in accordance with this Agreement, Franchisor shall bear the cost of such defense, including the cost of any judgment or settlement. If Franchisor, in Franchisor’s sole discretion, determines that Franchisee has not used the Proprietary Marks in accordance with this Agreement, Franchisee shall bear the cost of such defense, including the cost of any judgment or settlement. In the event of any litigation relating to Franchisee’s use of the Proprietary Marks,

Franchisee shall execute any and all documents and do such acts as may, in Franchisor's opinion, be necessary to carry out such defense or prosecution including, without limitation, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of Franchisee's use of the Proprietary Marks in a manner not in accordance with this Agreement, Franchisor agrees to reimburse Franchisee for Franchisee's out-of-pocket costs in performing such acts.

4.1.10 Franchisee expressly understands and acknowledges that:

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

4.1.10.2 During the term of this Agreement and after its expiration or termination, Franchisee shall not directly or indirectly contest the validity of, or Franchisor's right to use and to license others to use, the Proprietary Marks;

4.1.10.3 Franchisee's use of the Proprietary Marks does not give Franchisee any ownership interest or other interest in or to the Proprietary Marks;

4.1.10.4 All goodwill arising from Franchisee's use of the Proprietary Marks shall inure solely and exclusively to Franchisor's benefit, and upon expiration or termination of this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the System or the Proprietary Marks;

4.1.10.5 Except as specified in Section 1.3 hereof, the license of the Proprietary Marks granted to Franchisee hereunder is non-exclusive and Franchisor retains the right, among others, (i) to use the Proprietary Marks itself in connection with selling products and services, (ii) to grant other licenses for the Proprietary Marks, and (iii) to develop and establish other systems using the Proprietary Marks, similar proprietary marks, or any other proprietary marks, and to grant licenses thereto without providing Franchisee any rights therein; and

4.1.10.6 Franchisor reserves the right, in Franchisor's sole discretion, to substitute different proprietary marks for use in identifying the System and the Casago Businesses operating thereunder. Franchisee shall discontinue using all Proprietary Marks which Franchisor has notified Franchisee, in writing, have been modified or discontinued within ten (10) days of receiving written notice and, at Franchisee's sole cost and expense, shall promptly begin using such additional, modified or substituted Proprietary Marks.

## 5. CONFIDENTIAL INFORMATION

**5.1 Nondisclosure.** During the term of this Agreement, Franchisee will receive information which Franchisor considers its trade secrets and ~~Confidential Information~~ confidential and proprietary information, including but not limited to information regarding the set-up of a Casago Business; information about proprietary merchandise and services; any proprietary software Franchisor may now or in the future create; ~~our~~ Franchisor's Operations Manual (defined in Section 6.1); ~~trade secrets~~; price marketing mixes related to the sale of products or services offered or authorized for sale by System franchisees; recruitment strategy; standards and specifications for customer service; systems and training manuals; compensation systems; marketing strategies; online social marketing systems; merchandise sales systems; sales training; location identification and

acquisition; ongoing ~~trsoftaining; recruitment, training and management of remote teams~~; general operations; ~~our~~ Franchisor's copyrighted materials; and methods and other techniques and know-how concerning the of operation of the Casago Business which may be communicated to ~~you~~ Franchisee or of which ~~you~~ Franchisee may be apprised by virtue of your operation of a Casago Business (collectively, the "Confidential Information"). Franchisee agrees that Franchisee shall not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any ~~other person, partnership, association, corporation, or limited liability company~~ third party any Confidential Information, except to Franchisee's employees, contractor and other individuals that must have access to it in order to operate the Casago Business and who have signed a confidentiality agreement as required hereunder. Franchisee acknowledges and agrees that certain information, including (i) current customer and prospective customer names and addresses, (ii) ~~information about credit extensions to customers,~~ (iii) customer service purchasing histories, ~~(iv and (iii))~~ rates charged to customers, ~~and (v) sources of suppliers and purchasing arrangements with suppliers,~~ are the sole property of Franchisor and also constitute the trade secrets and Confidential Information of Franchisor. Any and all information, knowledge, know-how, techniques, and other data which Franchisor designates as confidential will be deemed Confidential Information for purposes of this Agreement. ~~Franchisee acknowledges and agrees that Franchisor has expended considerable time, effort, and money to develop the System that the enumerated Confidential Information is not well known outside of the System, that the Confidential Information is of great value to the Franchisor, and that Franchisor is implementing this non-disclosure policy in an effort to protect its trade secrets and Confidential Information.~~ Franchisee acknowledges that in the event of the actual or threatened breach of this Section 5.1, Franchisor's harm will be irreparable and that Franchisor has no adequate remedy at law to prevent such harm.

**5.2** ~~Employees~~ Franchisee to Procure Confidentiality Agreements from Certain Persons. Franchisee shall ensure that any Designated Manager (as defined in Section ~~7.7.5~~ 7.6.5 below) of the Casago Business and other employees, contractors and individuals (including equity holders) who have access to Franchisor's Confidential Information execute a Confidentiality Agreement, in the form attached hereto as Exhibit C, or as Franchisor, in Franchisor's sole discretion, otherwise prescribes. Franchisee must furnish Franchisor with a copy of each executed ~~agreement~~ Confidentiality Agreement.

**5.3 New Concepts**. If Franchisee, Franchisee's employees, or Franchisee's principals develop any new concept, process or improvement in the operation or promotion of the Casago Business, Franchisee shall promptly notify Franchisor and provide Franchisor with all necessary related information, without compensation. Any such concept, process or improvement shall become Franchisor's sole property and Franchisor shall be the sole owner of all patents, patent applications, trademarks, copyrights and other intellectual property rights related thereto. Franchisee and Franchisee's principals hereby assign to Franchisor any rights Franchisee may have or acquire therein, including the right to modify such concept, process or improvement, and otherwise waive and/or release all rights of restraint and moral rights therein and thereto. Franchisee and Franchisee's principals agree to assist Franchisor in obtaining and enforcing the intellectual property rights to any such concept, process or improvement in any and all countries, and further agree to execute and provide Franchisor with all necessary documentations for obtaining and enforcing such rights. Franchisee and Franchisee's principals hereby irrevocably designate and appoint Franchisor as Franchisee's agent and attorney-in-fact to execute and file any such documentation and to do all other lawful acts to further the prosecution and issuance of patents or other intellectual property rights related to any such concept, process or improvement. In the event that the foregoing provisions of this Section 5.3 are found to be invalid or otherwise unenforceable,

Franchisee and Franchisee's principals hereby grant to Franchisor a worldwide, perpetual, nonexclusive, fully-paid license to use and sublicense the use of the concept, process or improvement to the extent such use or sublicense would, absent this Agreement, directly or indirectly infringe Franchisee's rights therein.

## 6. FRANCHISOR'S OBLIGATIONS

**6.1 Operations Manual.** Franchisor will make available to Franchisee one (1) copy of Franchisor's proprietary and confidential operations and training manual, as well as any other confidential manuals and writings prepared by Franchisor for Franchisee's use in operating a Casago Business (collectively referred to as the "Operations Manual"). Franchisee shall operate the Casago Business in strict compliance with the Operations Manual, as it may be ~~reasonably~~ changed by Franchisor from time to time. The Operations Manual shall remain confidential and Franchisor's exclusive property. Franchisee shall not disclose, duplicate or make any unauthorized use of any portion of the Operations Manual. The provisions of the Operations Manual constitute provisions of this Agreement as if fully set forth herein. Franchisee shall ensure that Franchisee's copy of the Operations Manual is current and up to date. If there is a dispute relating to the contents of the Operations Manual, the master copy, which Franchisor maintains at Franchisor's corporate headquarters, will control.

~~6.2 — **Site Selection Assistance.** In the event Franchisee decides to lease a commercial office space from which to operate the Casago Business, Franchisee shall be responsible for locating a proposed site within the Territory. Franchisor will not approve or disapprove your site. However, you must provide the Franchisor information about where you will operate your Casago Business. For reference purposes, your home office location, or, if applicable, your leased office space, is referred to as your "Approved Location". If operating in a commercial office space it must be located within your Territory. If operating from a homebased office, it must be located within a 30 minute drive to your Territory. Franchisee will not be permitted to operate its Casago Business at any location other than the location Approved Location unless it relocates to another location within its Territory, and notifies Franchisor of the new location.~~

~~6.3~~

**6.2 Specifications for Equipment and Supplies.** To the extent Franchisor deems necessary in its sole discretion, Franchisor will provide written specifications for and designate sources of supply from which Franchisee agrees to purchase equipment and supplies necessary for the start-up and ongoing operations of Franchisee's Casago Business.

~~6.4 — **Grand Opening Marketing.** During the first sixty (60) days of operation, or a different time period that Franchisor specifies, Franchisee must spend at least between Two Thousand Dollars (\$2,000.00) and Five Thousand Dollars (\$5,000.00) (the "Grand Opening Marketing Requirement") in order to implement a grand opening marketing campaign for the Casago Business (the "Grand Opening Marketing Campaign"), subject to Franchisor's prior approval. Notwithstanding the foregoing, Franchisor reserves the right to require that Franchisee pay the Grand Opening Marketing Requirement directly to Franchisor, and implement the Grand Opening Marketing Campaign on Franchisee's behalf. If, at the time Franchisee executes this Agreement, Franchisee has at least \$1,000,000 in annual rent revenue, the Grand Opening Marketing Requirement will be waived.~~

~~6.5~~

**6.3 Ongoing Assistance.** Franchisor will provide Franchisee continuing consultation and advice, ~~to the extent that Franchisor and Franchisee mutually deem necessary and~~ as appropriate in Franchisor's sole discretion, regarding the management and operation of the Casago Business. Franchisor will provide such assistance, in Franchisor's discretion, by telephone, facsimile, email, intranet communication and on-site visits. ~~If Franchisee requires and requests additional on-site assistance from Franchisor, subject to~~ reserves the ~~availability of Franchisor's personnel, Franchisor will~~ right to provide Franchisee with such assistance at Franchisor's then-current rate for providing such assistance, plus reasonable expenses, including but not limited to, Franchisor's travel and lodging expenses.

**6.6.4 Additional Training.** Franchisor may, in Franchisor's sole discretion, hold refresher and ongoing training courses, training courses upon a significant change to the System, or to assist Franchisee in the operation of Franchisee's Casago Business, in order to provide additional assistance to franchisees. Such additional training may be provided online, or in any other manner as Franchisor determines. Up to four (4) days per year, Franchisor may require Franchisee, Franchisee's Designated Manager (as defined in Section ~~7.7.5~~ 7.6.5 of this Agreement), and/or Franchisee's employees to attend or participate in such training at Franchisor's then-current tuition rate for providing such training. All expenses, including Franchisee's, Franchisee's Designated Manager's, and Franchisee's employees' transportation, meal, and lodging expenses to attend such training, if applicable, shall be Franchisee's sole responsibility. In the event that Franchisee requests, and Franchisor agrees, for Franchisor to provide additional ~~at Franchisee's Approved Location~~ within the Territory, Franchisee shall be responsible for Franchisor's expenses including transportation, meals and lodging.

**6.7.6.5 Annual Conference.** Franchisor may, in Franchisor's discretion, hold an annual conference at a location to be selected by Franchisor (the "Annual Conference"). Franchisor shall determine the topics and agenda for such conference to serve the purpose, among other things, of updating franchisees on new developments affecting franchisees, exchanging information between franchisees and Franchisor's personnel regarding Casago Business operations and programs, and recognizing franchisees for their achievements. ~~Franchisor may require Franchisee to~~ 's Designated Manager and, if Franchisee generated at least \$7 million in Gross Rental Revenue in the prior calendar year, one other employee of Franchisee shall attend the Annual Conference for up to three (3) days per year and to pay Franchisor's then-current fee to attend the Annual Conference. All expenses, including Franchisee's and Franchisee's employees' transportation to and from the Annual Conference, and lodging, meals, and salaries during the Annual Conference, are Franchisee's sole responsibility. Franchisor may use expenditures from the ~~System~~ Marketing Fund (as defined in Section 12.5 of this Agreement) for purposes related to the Annual Conference, including costs related to programs and materials.

**6.8.6.6 No Assumption of Liability.** Franchisor shall not, by virtue of any approvals or advice provided to the Franchisee under this Agreement, including any approvals provided under this Section 6, assume any responsibility or liability to Franchisee or to any third party to which it would not otherwise be responsible or liable. ~~Franchisee acknowledges that any assistance provided by Franchisor or its nominee in relation to the selection of the Approved Location is only for the purpose of determining compliance with System standards and does not constitute a representation, warranty, or guarantee, express, implied or collateral, regarding the choice and location of the Approved Location nor that the Casago Business is likely to achieve any level of volume, profit or success.~~

**6.9.6.7 Delegation of Duties.** Franchisee acknowledges and agrees that any designee,

employee, or agent of Franchisor may perform any duty or obligation imposed on Franchisor by the Agreement, as Franchisor may direct.

~~6.10~~**6.8 Pre-Opening Obligations Acknowledgement.** If Franchisee believes Franchisor has failed to provide adequate pre-opening services as provided in this Agreement, Franchisee shall notify Franchisor in writing within ninety (90) days following the opening of the Casago Business. Absent such notice to Franchisor, Franchisee acknowledges, agrees and grants that Franchisor complied with all of its pre-opening and opening obligations set forth in this Agreement.

## 7. FRANCHISEE'S OBLIGATIONS

~~7.1~~ **~~Secure an Approved Location.~~** ~~Franchisee must establish an Approved Location, as set forth in Section 1.3 of this Agreement prior to commencing operations, unless Franchisor agrees to an extension of time in writing.~~

~~7.2~~

**7.1 Training.** ~~Franchisee (or Franchisee's principal, as applicable) and~~ Franchisee's Designated Manager ~~(if one has been designated pursuant to Section 7.7.5 of this Agreement)~~ must attend and successfully complete Franchisor's initial tuition-free training program (the "Initial Training Program") as set forth in Section 8.1 below.

~~7.3~~**7.2 Required Licenses and Permits.** Prior to opening, Franchisee must obtain and maintain (throughout the term of this Agreement) all required licenses, permits and approvals to establish, open and operate the Casago Business in the Territory.

~~7.4~~**7.3 Opening Requirements.** Franchisee shall open the Casago Business within four (4) months from the date the parties sign this Agreement. Notwithstanding the foregoing, Franchisor reserves the right to extend such deadline in its sole discretion, upon Franchisee's reasonable request. Franchisee shall not be permitted to commence operations of Franchisee's Casago Business unless and until Franchisee receives written notice from Franchisor approving Franchisee's proposed opening date.

### ~~7.5~~**7.4 Compliance; Purchasing Requirements.**

~~7.5.1~~**7.4.1 Compliance with Standards.** Franchisee acknowledges and agrees that Franchisee's obligations set forth in this Agreement and the Operations Manual are reasonable and necessary for the operation of the Casago Business and to maintain uniformity throughout the System. Franchisee shall adhere to the standards and specifications set forth in this Agreement and the Operations Manual or otherwise in writing, as they may be revised or amended from time to time. ~~Franchisee shall use signs, furnishings, supplies, fixtures and inventory which comply with Franchisor's then current standards and specifications (including, without limitation, standards and specifications for products, services, equipment, furnishings, fixtures and signage), which Franchisor establishes from time to time.~~ Franchisor has the right to change Franchisor's standards and specifications in Franchisor's discretion. Franchisee acknowledges that Franchisee may be required to incur an increased cost to comply with any such changes at Franchisee's expense.

~~7.5.2~~

**7.4.2 Preferred and Required Suppliers.** ~~Recognizing that preservation of the~~

~~System depends upon uniformity;~~ Franchisee agrees to purchase ~~the required~~ any products or services required to be used in connection with the Casago Business (including, without limitation, Designated Software) from Franchisor or from required or designated third party suppliers as Franchisor shall specify, from time to time, in the Operations Manual and otherwise in writing (“Required Suppliers”). ~~Currently we only require Franchisee to purchase, including, without limitation, the suppliers of~~ property management or payment processing software ~~from a Required Supplier~~ or services. Franchisee hereby acknowledges that Franchisor, Franchisor’s affiliates and/or a third party may be one of several, or the only, supplier of any item. Franchisee further acknowledges and agrees that Franchisor and/or Franchisor’s affiliates have the right to realize a profit and/or to receive material consideration on any items and/or services that Franchisor, Franchisor’s affiliates or Franchisor’s approved suppliers supply to Franchisee. Franchisor may identify preferred suppliers of products and services that franchisees typically use to operate their Casago Businesses (“Preferred Suppliers”). Franchisee is not required to use the Preferred Suppliers, and may use any supplier it wants for such products and services. While Franchisee must use the Required Suppliers of any required products or services, ~~such as computer software,~~ Franchisee does not need to obtain Franchisor’s approval to use suppliers of any other goods and services. However, Franchisee must ensure that the products and services ~~its~~ it uses to support its operations are generally accepted in the industry and that none of the products or services it uses would adversely affect the image of the Casago Franchisor's Brand. Franchisor has the right to require Franchisee to immediately discontinue using any such suppliers, ~~good~~ goods and services that Franchisor believes, in its sole and absolute discretion, may adversely affect the image of the Casago Franchisor's Brand or of the Marks.

~~7.5.3~~

7.4.3 Supplier Approval. Franchisee is not required to use Preferred Suppliers identified by the Franchisor for certain goods and services, or to obtain approval to use other suppliers for these goods and services. As such, Franchisor does not have a program to approve any such suppliers; provided, however, that Franchisor reserves the right to establish such a program in the future by way of the Operations Manual or otherwise.

~~7.5.4~~ 7.4.4

System Suppliers. Franchisor may establish business relationships, from time to time, with suppliers who may provide services or produce, among other things, certain supplies, software, and other products or services according to Franchisor’s proprietary standards and specifications (“System Suppliers”). Franchisee recognizes that such products and services are essential to the operation of the Casago Business and to the System generally. Franchisee further recognizes that Franchisee’s failure to pay System Suppliers may interfere with such suppliers’ willingness to supply the System, which may result in other System franchisees’ inability to obtain product or ability to obtain product only on less favorable credit terms. Accordingly, Franchisee expressly agrees to pay System Suppliers as and when due.

~~7.6~~ 7.5 **Authorized Services**. Franchisee shall offer for sale all products and services which Franchisor prescribes and only those products and services which Franchisor prescribes. Franchisee may not offer any services or products for sale, rent or lease without having received Franchisor’s prior written authorization.

~~7.7~~

## 7.6 Operations.

~~7.7.4~~7.6.1 Franchisee must operate Franchisee's Casago Business in the manner that Franchisor specifies in the Operations Manual or otherwise in writing.

~~7.7.2~~7.6.2 Franchisee must operate the Casago Business in accordance with all applicable requirements of law, including all federal, state and local regulations, and the Operations Manual.

~~7.7.3~~7.6.3 Franchisee must employ a sufficient number of qualified, competent personnel, offer prompt, courteous and efficient service to the public, and otherwise operate the Casago Business in compliance with the System so as to preserve, maintain and enhance the reputation and goodwill of the System. All employees engaged in the operation of the Casago Business during working hours shall conform to Franchisor's standards, shall present a neat and clean appearance in conformance with Franchisor's reasonable standards, and shall render competent, efficient service to the customers of the Casago Business.

~~7.7.4~~7.6.4 Franchisee agrees to operate the Casago Business in accordance with the Operations Manual. Franchisee shall immediately train and instruct Franchisee's employees in accordance with the Operations Manual and shall continue such training and instruction as long as each employee is employed. The Operations Manual shall set forth the practices, procedures and methods to be utilized at Franchisee's Casago Business.

~~7.7.5~~7.6.5 Franchisee ~~(or at least one of Franchisee's principals if Franchisee is an entity or partnership) must~~shall select an individual, subject to Franchisor's approval, to personally supervise the day-to-day operations of the Casago Business and devote ~~Franchisee's personal~~ full-time attention to the management and operation of the Casago Business.~~Franchisee may, however, with Franchisor's written approval, delegate the day to day management of Franchisee's Casago Business to a manager~~ (a "Designated Manager"). Franchisor must be informed of any newly appointed Designated Manager and any Designated Manager must successfully complete Franchisor's Initial Training Program before assuming any managerial responsibility. Franchisee shall keep Franchisor informed at all times of the identity of any employee acting as a Designated Manager. Franchisee shall ensure that Designated Managers ~~shall~~ devote their full time and best efforts to the day-to-day operation and management of the Casago Business and ~~shall~~do not engage in any other competitive business activity without Franchisor's prior written consent.

~~7.7.6~~7.6.6 Franchisee must at all times maintain such working capital as may be reasonably necessary to enable Franchisee to properly and fully carry out and perform all of Franchisee's duties, obligations and responsibilities hereunder and to operate the Casago Business in a businesslike, proper and efficient manner.

~~7.7.7~~7.6.7 Franchisee will obtain and use all supplies and materials required by Franchisor, and will refrain from using any supplies and materials prohibited or not approved by Franchisor.

~~7.8~~

7.6.8 At all times during the term of this Agreement, Franchise shall, unless otherwise approved in writing by Franchisor, confine its activities exclusively to the operation of the Casago Business and shall not engage in any other purpose or business.

7.6.9 Franchisee shall conspicuously identify itself to homeowners, renters, vendors and all other parties as the independent owner of the franchise and operator thereof pursuant to a franchise agreement with Franchisor. Franchisee shall comply with any guidelines Franchisee may establish regarding the provision of notice or obtaining of acknowledgements to this effect.

## 7.7 **Franchised Business Evaluation.**

7.7.1 Franchisor will conduct periodic inspections of Franchisee ~~agrees, that in order to maintain the high's operations to review~~ quality, service and ~~uniform~~ adherence to brand standards ~~associated with the System and to protect its goodwill and reputation, to permit Franchisor,.~~ Such inspections may be conducted without advance notice and will be conducted during regular business hours, ~~to send its professional support team, or such other representatives.~~ Franchisor ~~deems appropriate, will be entitled~~ to inspect and observe, photograph and videotape the operations of ~~your~~ Franchisee's Casago Business, remove samples of any products, materials or supplies for review, interview ~~your~~ Franchisee's clients and personnel, and inspect and copy any books, records and documents relating to the operation of the Casago Business. Franchisee shall cooperate in such inspections, including giving Franchisor access to homes, books and records, and such other items as we may reasonably request.

7.7.2 Franchisor may, ~~in addition to the foregoing,~~ send its professional support team to visit Franchisee's Casago Business up to one (1) time per year ~~to evaluate its operations and compliance (and more often with System standards. If such visit demonstrates Franchisee's failure to meet System standards, Franchisor reserves the right to send its,~~ the agreement of Franchisee) to observe and assist Franchisee with Franchisee's operational needs. Franchisee is required to pay Franchisor's then-current per visit professional support team for additional visits during the year. Franchisee is required to services fee and to cover Franchisor's travel and lodging costs in connection with any visit.

## ~~7.9~~7.8 **Computer Software.**

7.8.1 Franchisee shall purchase and use any and all computer software programs, technology systems, platforms, solutions and related services which Franchisor has developed or may develop and/or designate for use for the System, including, without limitation, any designated property management or payment processing software or solutions (the "Designated Software"). Franchisee must purchase computer hardware necessary for the efficient operation of the Designated Software, which may include, without limitation, a computer, a mobile phone and a wireless router. Notwithstanding the fact that Franchisee must use and maintain the Designated Software meeting Franchisor's standards and specifications, Franchisee will have the sole and complete responsibility for: (i) the acquisition, operation, maintenance and upgrading of any necessary computer hardware and Designated Software; and (ii) any and all consequences that may arise if the computer hardware and Designated Software is not properly operated, maintained and upgraded. Franchisee agrees to be bound by the terms of any end user license agreements or other terms and conditions applicable to Required Software and to execute the same upon request.

~~7.9.1~~7.8.2 Franchisee must use the Designated Software and pay ~~the~~ all associated fees to do so, including any initial and ongoing subscription fees. Franchisor ~~reserves and licensors of the Designated Software reserve~~ the right to change the amount of these fees as changes are made to the System's hardware and software requirements. Franchisee, at its own expense, must obtain the computer hardware required to implement the Designated Software, ~~and,~~ Franchisee must

comply with all specifications and standards prescribed by Franchisor regarding the Designated Software as provided from time to time in the Operations Manual or otherwise in writing. Franchisee shall only utilize the Designated Software as prescribed by Franchisor and the Designated Software will be considered to be a part of Franchisor's Confidential Information. Franchisee ~~expressly~~ acknowledges that Franchisor shall have ~~the~~an unlimited right to access all data contained in the Designated Software, as well as any other software used by Franchisee in the operation of the Casago Business pertaining to reservation, guest, and homeowner data, and accordingly, Franchisee must take any and all actions specified by Franchisor to ensure that Franchisor has said access to the Designated Software and/or other software.

#### ~~7.10~~

7.8.3 Franchisee acknowledges that (i) circumstances may arise during the term of this Agreement in which Franchisor, in its sole judgement, identifies limitations to Franchisee's then-current Designated Software and (ii) technology, business operations, and the way in which consumers engage in commerce, change and evolve over time, such that, in Franchisor's sole judgement, changes or upgrades to existing Designated Software, or new or replacement Designated Software, may be needed. With respect to the Designated Software, Franchisor may, in its sole discretion, mandate, from time to time and at any time during the term of this Agreement, that Franchisee: (A) modify, update, upgrade or expand any existing Designated Software; (B) procure and use additional Designated Software designated by Franchisor; and (C) replace existing Designated Software with new or alternative Designated Software designated by Franchisor. Franchisee shall promptly implement any such changes to Franchisee's Designated Software pursuant to this Section 7.8.3, but in any event shall implement such changes in accordance with the timeframes established by Franchisor.

**7.9 Area Computer Network, Intranet or Extranet Participation.** Franchisee is required to participate in any System-wide area computer network, intranet system or extranet system that Franchisor implements and may be required by Franchisor to use such area computer network, intranet system or extranet system to, among other things: (i) submit Franchisee's reports due under this Agreement to Franchisor online; (ii) view and print portions of the Operations Manual; (iii) download promotional materials; (iv) communicate with Franchisor and other System franchisees; and (v) participate in online training. Franchisee agrees to use the facilities of any such area computer network, intranet system or extranet system in strict compliance with the standards, protocols, and restrictions that Franchisor includes in the Operations Manual, including those related to the encryption of Confidential Information and prohibitions against the transmission of libelous, derogatory or defamatory statements.

~~7.11~~**7.10 Personal Conduct.** Franchisee agrees to refrain from committing any act or pursuing any course of conduct that tends to bring Franchisor's Proprietary Marks or System into disrepute.

~~7.12~~**7.11 Best Efforts.** Franchisee must use best efforts to promote and increase the demand for the goods and services of the Casago Business. All of Franchisee's advertising and promotion shall be completely factual and shall conform to the highest standards of ethical advertising as well as Franchisor's brand standards. Franchisee agrees to refrain from any business or advertising practice which may be injurious to the Casago Business or the goodwill associated with the Proprietary Marks and System.

~~7.13~~**7.12 Payment of Debts.** Franchisee is solely responsible for selecting, retaining

and paying Franchisee's employees; the payment of all invoices for the purchase of goods for use in the Casago Business; and determining whether, and on what terms, to obtain any financing or credit which Franchisee deems advisable or necessary for the conduct of the Casago Business. Franchisee agrees to pay all current obligations and liabilities to suppliers, lessors and creditors on a timely basis. Franchisee agrees to indemnify Franchisor in the event that Franchisor elects to pay any of Franchisee's obligations in order to preserve the relationship between System Suppliers and System franchisees. Franchisee agrees to make prompt payment of all federal, state and local taxes, including individual and corporate taxes, sales and use taxes, franchise taxes, gross receipts taxes, employee withholding taxes, FICA taxes, and personal property and real estate taxes, arising from Franchisee's operation of the Casago Business. Franchisee agrees to indemnify Franchisor in the event that Franchisor is held responsible for these taxes.

**7.147.13 Compliance with Applicable Laws.** Franchisee must comply with all applicable federal, state and local laws, ordinances and regulations regarding the construction, design and operation of the Casago Business (including, without limitation, all regulations relating to occupational hazards and health, consumer protection, trade regulation, worker's compensation, unemployment insurance, withholding and payment of federal and state income taxes, social security taxes and sales, use and property taxes, classification of employees and independent contractors, and the applicable provisions of the Americans with Disabilities Act-~~("ADA")~~). Franchisee expressly acknowledges that Franchisor has not researched the specific laws and regulations applicable to Franchisee's Casago Business, and that Franchisee is solely responsible for compliance with such laws and regulations. Franchisee will have sole authority and control over the day-to-day operations of the Casago Business and Franchisee's employees and/or independent contractors. Franchisee agrees to be solely responsible for all employment decisions and to comply with all state, federal, and local hiring laws and functions of the Casago Business, including without limitation, those related to hiring, firing, training, wage and hour requirements, compensation, promotion, record-keeping, supervision, and discipline of employees, paid or unpaid, full or part-time. At no time will Franchisee or Franchisee's employees be deemed to be employees of Franchisor or Franchisor's affiliates.

**7.157.14 Trade Secrets and Confidential Information.** Franchisee must maintain the confidentiality of all Confidential Information as set forth in Section 5 of this Agreement.

**7.167.15 Image.** Franchisee acknowledges that Franchisor has developed the System to offer services which will distinguish the Casago Business from other property management businesses ~~and chains~~ that offer similar services at different prices and with less attention paid to the quality of services and customer service. Franchisee agrees to offer services and to conduct the Casago Business in such a manner which will serve to emulate and enhance the image Franchisor intended for the System. Franchisee further acknowledges and agrees that each aspect of the System is important not only to Franchisee but also to Franchisor and to other System franchisees in order to maintain the highest operating standards, achieve system wide uniformity and increase the demand for the services rendered by System franchisees. Franchisee agrees to comply with the standards, specifications and requirements Franchisor sets forth in order to uniformly convey the distinctive image of a Casago Business. Franchisee shall, in the operation of the Casago Business, use only displays, forms and other specified materials imprinted with the Proprietary Marks and colors as prescribed from time to time by Franchisor.

**7.177.16 Pending Actions.** Franchisee shall notify Franchisor, in writing, within five (5) days of the commencement of any action, suit or proceeding or the issuance of any order, suit or

proceeding of any court, agency or other government instrumentality, including the receipt of any notice or citation, which may adversely affect the operation or financial condition of Franchisee or the Casago Business.

~~7.18~~7.17 **Agreements with Customers.** Prior to providing any services to any customers, Franchisee will provide to that customer any information or disclosures required by Franchisor or otherwise by law. Franchisee will fully comply with any warranty or guarantee program implemented by Franchisor, and Franchisee will not misrepresent or omit to state any required warranty or guarantee. Franchisee will resolve all customer complaints and disputes directly with customers, and will make every reasonable effort not to involve Franchisor in those disputes. Franchisee may request Franchisor's assistance to resolve disputes or other issues between Franchisee and its customers. Franchisor, in its sole discretion, may, but has no obligation, to provide Franchisee with assistance in response to such requests. In the event Franchisee requests, and Franchisor agrees, to provide such assistance, Franchisee hereby expressly acknowledges and agrees that Franchisor may take any actions it deems necessary in its sole discretion to resolve such disputes. Franchisor, in its sole discretion, whether or not requested to by Franchisee, has the right to take actions to settle any customer dispute, including financial settlements, or having a different franchisee work to try to resolve any such disputes. Franchisee shall be responsible for the costs and remedies of Franchisor's decisions. Franchisee shall indemnify Franchisor for all losses or damages arising from or related to Franchisor's intervention on Franchisee's behalf pursuant to this Section ~~7.19~~7.17.

~~7.19~~—~~Customer~~7.18 Homeowner Lists. Franchisee must (i) maintain (a) a list of all of its current and former customers/homeowners to whom it has provided property management services and any other data associated with specific customers/homeowners that Franchisor designates for use in connection with the System, (b) contact information for such homeowner, and (c) copies of any contracts or agreements entered into with such homeowners; and (ii) make such lists and contracts available ~~for to~~ Franchisor's ~~inspection~~ upon request. Franchisee must promptly provide this information, which is deemed "Confidential Information" hereunder, to Franchisor upon expiration or termination of this Agreement for any reason. Upon termination or expiration of this Agreement, regardless of the cause, Franchisee shall not use such information, or transfer or disclose such information to any third-party, for any competitive purpose.

~~7.20~~7.19 **Forms of Client Payment.** Franchisee will maintain agreements or arrangements with any financial institution or credit/debit card issuer or sponsor designated by Franchisor, so that the Casago Business may accept customers' credit cards, debit cards, checks, and other methods of payment designated by Franchisor.

~~7.21~~7.20 **Personal Participation by ~~Franchisee~~Designated Manager.** Franchisee's Designated Manager must personally participate in the direct management operation of the Casago Business on a full-time basis, ~~unless Franchisor permits Franchisee to engage a Designated Manager to manage manager~~ the day-to-day operations of the Casago Business. ~~If Franchisee designates a manager at any time, that manager~~The Designated Manager must successfully complete the Initial Training Program prior to assuming any management responsibilities in connection with the Casago Business. ~~Regardless,~~ Franchisee ~~is~~shall be solely responsible for all aspects of the operation of the Casago Business and ensuring that all the terms, conditions, and requirements contained in this Agreement and in the ~~Manuals~~Operations Manual are met and kept.

~~7.22~~7.21 **Employment Decisions.** Franchisee agrees to be solely responsible for all

employment decisions and to comply with all state, federal, and local hiring laws and functions of the Casago Business, including without limitation, those related to hiring, firing, training, wage and hour requirements, compensation, promotion, record-keeping, supervision, and discipline of employees, paid or unpaid, full or part-time. Franchisee's employees must be competent, conscientious, and properly trained.

**7.22 Pricing.** To the extent permitted by applicable law, Franchisor may periodically set any price or rate that Franchisee must charge, or a maximum or minimum price or rate that Franchisee may charge, for products and services offered by the Casago Business. For any product or service for which Franchisor does not impose a certain price or rate, or a maximum or minimum price or rate, Franchisor may, to the maximum extent permitted by applicable law, require Franchisee to comply with any policy adopted by Franchisor which prohibits Franchisee from advertising or listing any price for a product or service that is different from the price designated by Franchisor. Franchisee shall comply with all standards and specifications related to listings and booking prices and rates as may be set forth in the Operations Manual.

**7.23 Minimum Growth Targets.** Franchisee must meet the minimum growth targets set forth on the Data Sheet (the "Minimum Growth Targets") for both Gross Rental Revenue and number of properties under Franchisee's management. Following Franchisee's failure to achieve the Minimum Growth Targets in any two consecutive quarters, or in more than three total quarters during the term of this Agreement, Franchisor may, at any time upon notice to Franchisee, exercise any one or more of the following rights: (a) terminate this Agreement; (b) reduce the Territory to a size determined by Franchisor; or (c) in addition to any other marketing related requirements arising under this Agreement, require that Franchisee expend a monthly minimum amount established by Franchisor for the marketing of Franchisee's Casago Business.

**7.24 Booking Channels.** Franchisee shall participate in all property listing and booking websites and other channels ("Booking Channels") that Franchisor specifies in the Operations Manual ("Required Booking Channels"). Franchisee shall comply with all requirements and guidelines set forth in this Agreement and the Operations Manual related to Required Booking Channels or any other Booking Channels including, to the extent permitted by applicable law, those concerning listing price.

**7.25 Existing Operators.** If Franchisee is an Existing Operator, Franchisee shall comply with all standards and specifications set forth in the Operations Manual that are specific to Existing Operators and conversion franchisees.

**7.26 Personal Information.** With respect to information that can be used to identify an individual ("Personal Information"), Franchisee shall collect, use, store, share and otherwise process all Personal Information (i) in compliance with all applicable laws, rules and regulations and (ii) solely for purposes of operating the Casa Business in accordance with this Agreement and complying with Franchisee's obligations under this Agreement. Franchisee shall take such actions and execute such instruments that, at any time, may be determined by Franchisor to be necessary in order for Franchisor to comply with applicable laws, rules and regulations related to Personal Information. Without limiting the foregoing, Franchisee shall provide all cooperation and assistance as may be requested by Franchisor to: (A) respond to consumer data requests with respect to Personal Information related to the Casago Business; and (B) resolve any data breach or other security incident involving Personal Information related to the Casago Business.

## 8. TRAINING

**8.1 Initial Training Program.** ~~Franchisee shall attend (if Franchisee is a partnership, corporation or limited liability company, Franchisee's general partner, principal shareholder, or principal member/manager, as appropriate, Franchisee's Designated Manager shall attend) and complete to Franchisor's satisfaction, Franchisor's Initial Training Program. If Franchisee has a Designated Manager, as described in Section 7.7.5 of this Agreement, then he/she/they shall also attend the initial tuition free training program.~~ Franchisor provides the Initial Training Program ~~Franchisee to the Designated Manager,~~ and all others attending the training with the ~~Franchisee~~ Designated Manager, tuition free so long as all individuals attend at the same time. If all individuals do not attend the Initial Training Program at the same time, Franchisor reserves the right to charge its then-current initial training fee for any persons that attend at a later time ("Initial Training Fee"). All training shall be held at Franchisor's Casago University in Puerto Penasco, Mexico or another site designated by Franchisor. Franchisor also reserves the right to conduct training virtually if Franchisor deems appropriate. All training related expenses, including Franchisee's and its employees' transportation to and from the training site, as well as their lodging, meals, and wages during training, are Franchisee's sole responsibility. The Initial Training Program lasts approximately five (5) days, not including travel days. Franchisee shall complete the Initial Training Program to Franchisor's satisfaction ~~no earlier than 30 days~~ prior to commencing operations of the Casago Business. Franchisor may, in its sole discretion, reduce the length of the Initial Training Program for franchisees with an existing business that is being converted to a Casago Business, as Franchisor deems appropriate. Franchisee's initial Designated Manager must attend and complete Franchisor's Initial Training Program to Franchisor's satisfaction prior to Franchisee commencing operation of the Casago Business.

Should ~~Franchisee~~ the Designated Manager or another individual fail to complete the Initial Training Program to Franchisor's satisfaction, at Franchisor's option, the respective person may repeat the course. Franchisor may charge its then-current Initial Training Fee for such repeat training. Failure by Franchisee to complete the Initial Training Program to Franchisor's satisfaction is a cause for termination of this Agreement and Franchisor may terminate this Agreement.

**8.2 On-Site Training.** In addition to the Initial Training Program set forth above, Franchisor will provide Franchisee with on-site training ("On-Site Training") by one or more of Franchisor's representatives for up to three (3) days at ~~the Approved Location~~ a location designated by Franchisor in the Territory or such other location to which the parties mutually agree around the time that Franchisee commences operations of the Casago Business or as soon as inventory is acquired. During the On-Site Training, Franchisor will assist Franchisee and Franchisee's staff with getting the Casago Business up and running. Franchisee will be responsible for the reasonable expenses and lodging costs for ~~our representative~~ Franchisee's representatives to conduct On-Site Training at Franchisee's location.

**8.3 Training of Additional Personnel.** Franchisee is responsible for training its employees. Only Franchisor-provided training materials may be used by Franchisee in training Franchisee's personnel. Updated training materials will be provided to Franchisee by Franchisor as they are developed. All training materials provided to Franchisee by Franchisor shall at all times remain Franchisor's property and Confidential Information, and Franchisee agrees not to challenge Franchisor's or Franchisor's affiliates' title or rights in or to the training materials. Franchisee may not make any disclosure, duplication or other unauthorized use of any portion of the training

materials.

## 9. INSURANCE

Franchisee agrees to purchase/~~procure~~ and maintain such insurance covering the operation and location of the Casago Business as Franchisor may designate from time to time in the Operations Manual or otherwise in writing from time to time. Franchisee agrees to provide Franchisor with proof of coverage on demand. Franchisee agrees to obtain these insurance policies from insurance carriers that are rated “A-VI” or better by Alfred M. Best & Company, Inc. and that are licensed and admitted in the state in which Franchisee operates its Casago Business. All insurance policies must: (i) name Franchisor ~~(and Franchisor’s members, officers, directors, and employees)~~ and its parent company as additional insureds; and (ii) contain a waiver by the insurance carrier of all subrogation rights against Franchisor. Franchisee must submit proof of insurance before making leasehold improvements and deliver a complete copy of Franchisee’s then-prevailing policy of insurance within thirty (30) days following the delivery of the certificate of insurance. Furthermore, Franchisee shall be required to provide thirty (30) days prior written notice of the termination, expiration, cancellation or modification of any insurance policy. Franchisor’s acceptance of an insurance carrier does not constitute Franchisor’s representation or guarantee that the insurance carrier will be capable of meeting claims during the term of the insurance policy. Franchisee also expressly agrees to carry such insurance as may be required by any of Franchisee’s lenders ~~or~~ equipment lessors or any other person or entity that Franchisee enters into a contract with. Franchisee must annually, and at such other times as Franchisor may request, submit a certification of insurance which demonstrates compliance with this Section 9 and/or copies of the insurance policies. If Franchisee fails to comply with the minimum insurance requirements set forth herein, Franchisor has the right to obtain such insurance and keep ~~same~~ it in force and effect and Franchisee shall pay Franchisor, on demand, the premium cost thereof and an administrative costs ~~fee~~ of fifteen percent (15%) ~~in connection with Franchisor’s obtaining of~~ the insurance premiums. Franchisor has the right to increase or otherwise modify the minimum insurance requirements upon prior written notice to Franchisee, and Franchisee shall comply with any such modification within the time specified in said notice.

Franchisor shall require homeowners whose properties it manages and/or renters of such properties to maintain such insurance as Franchisor designates in the Operations Manual or elsewhere in writing.

## 10. FINANCIAL RECORDS AND REPORTS

Franchisee must maintain for at least seven (7) fiscal years from their preparation complete financial records for the operation of the Casago Business in accordance with U.S. generally accepted accounting principles and upon request must provide Franchisor with: (i) a monthly ~~Gross Revenue Report~~ report signed by Franchisee and in the form Franchisor specifies, which contains the sales information pertaining to the preceding month including, without limitation, a summary of all monies received during the relevant period categorized by service, as well as counts of clients, leads, and such other additional information which Franchisor deems necessary to properly evaluate Franchisee’s progress; (ii) a quarterly ~~income statement~~ balance sheet and profit and loss statement, within fifteen (15) days following the end of each quarter, in a format specified by Franchisor, including a standard chart of accounts; (iii) annual financial reports and operating statements in the form Franchisor specifies, prepared by a certified public accountant or state licensed public accountant, within ninety (90) days after the close of each of Franchisee’s fiscal years; (iv) state and

local sales tax returns or reports and federal, state and local income tax returns for each year in which Franchisee's Casago Business is operated, within thirty (30) days after their timely completion; and (v) such other reports as Franchisor may from time to time require, in the form and at the time Franchisor prescribes. Franchisee's fiscal year must be on a calendar year basis. To assist Franchisee in recording and keeping accurate and detailed financial records for reports and tax returns, Franchisor, at Franchisor's discretion, may specify the form in which the business records are to be maintained, provide a uniform set of business records for Franchisee to use, and specify the type of equipment to be used in connection with the Casago Business. Franchisor shall have full access to all of Franchisee's data, System, and related information by means of direct access.

## 11. BOOKS AND RECORDS

During the term of this Agreement and for three (3) years thereafter, Franchisee must maintain accurate business records, reports, accounts, books and data relating to the operation of Franchisee's Casago Business. Franchisor and Franchisor's designees have the right to inspect and/or audit Franchisee's business records, which includes Franchisee's call logs related to the Casago Business, at any time during normal business hours, to determine whether Franchisee is current with suppliers and is otherwise operating in compliance with the terms of this Agreement and the Operations Manual. If any audit reveals that Franchisee ~~has~~ understated Franchisee's Royalty or any other payments due to Franchisor, or Franchisee's local advertising expenditures, ~~by more than two percent (2%)~~ Franchisee must pay the reasonable cost of such audit and/or inspection, including the cost of outside auditors and attorneys (to the extent Franchisor incurs such costs), together with any amounts due for Royalty and other fees as a result of such underreporting and/or failure to submit reports, along with all late fees and interest which may otherwise be due under this Agreement.

## 12. ADVERTISING

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

**12.1 Generally.** Franchisor may make available to Franchisee from time to time, at Franchisee's expense, certain promotional materials. Franchisee must participate in certain promotions, trade events and advertising programs that Franchisor establishes, ~~provided these activities do not contravene regulations and laws of appropriate governmental authorities.~~ Franchisee's requirement to participate in advertising and promotion will be determined by either its local marketing requirements and/or by Franchisor.

Franchisor may require Franchisee ~~is not required~~ to obtain Franchisor's approval for any advertising materials it uses in connection with its Casago Business. Franchisor may require Franchisee to discontinue the use of any advertising or marketing material, within time frames prescribed by Franchisor, at Franchisee's sole cost and expense. Franchisee will ensure that its local advertising and promotions reflect favorably on and do not disparage the Proprietary Marks, Franchisor, and any other franchisee.

**12.2 Territorial Advertising Restriction.** Franchisee may market and advertise for homeowner acquisitions solely within Franchisee's Territory. Additionally, Franchisee may

~~perform~~ use the Proprietary Marks and System in connection with property management services for customers located within reasonable proximity to the Territory and not within another Casago franchisee's Territory. In the event Franchisee is contacted by a potential customer that owns a residence in a Territory granted to another Casago franchisee, Franchisee must refer the customer to that franchisee, and if that franchisee declines the customer, Franchisee may provide services to the customer only with Franchisor's prior written permission. Franchisee may only use the Proprietary Marks and System to market their services to properties located within their Territory. Franchisee may not advertise the Casago Business or any products or services offered by the Casago Business via the Internet or any other means of e-commerce, except as permitted in Section 12.3 below.

**12.3 Internet Website.** Franchisee must have and maintain adequate hardware and software in order to access high speed Internet, such that Franchisee is able to access Franchisor's Designated Software. Franchisee is prohibited, however, from establishing any website or other presence on the Internet, except as provided herein.

12.3.1 Franchisor has established an Internet website that provides information about the System and the services offered by Casago Businesses. Franchisor shall have sole discretion and control over the website (including timing, design, contents and continuation).

12.3.2 Franchisor shall create an interior page on its website(s) or a separate Franchisor-created website that contains information about Franchisee's Casago Business. Franchisor reserves the right to require Franchisee to prepare and maintain all of the information, links, videos, images, etc. needed for Franchisee's page, ~~at~~ Franchisee's expense, using a template that Franchisor provides. All such information will be subject to Franchisor's approval prior to posting.

12.3.3 Franchisee is permitted to create websites and social media ~~websites~~ accounts designated by Franchisor (which may include Facebook, Instagram and other platforms that Franchisor identifies in the Operations Manual), to contain Franchisee's Casago Business-related advertising content ~~for distribution to Franchisee's community~~ ("Permitted Webpages") ~~;~~ provided, however, that the following shall apply to Franchisee's use of Permitted Webpages:

12.3.3.1 Franchisor may require that it has administrative access to any Permitted ~~Pages~~ Webpages.

12.3.3.2 Franchisor may require Franchisee to include links to Franchisor's websites on its Webpages.

12.3.3.3 Franchisor may require Franchisee to include links to Franchisor's online reservation system and similar systems, may require that Franchisee use such systems as its exclusive means of taking online direct reservations, and may prohibit Franchisee from displaying competing systems on its Permitted Webpages.

12.3.3.4 Franchisee may post content to the Permitted ~~Pages~~ Webpages without submitting to Franchisor for prior approval so long as posts are consistent with marketing and social media training Franchisor may provide and the guidelines set forth in the Operations Manual or elsewhere in writing, which ~~we~~ Franchisor may modify from time to time. Franchisee's Permitted Webpages ~~should~~ shall only contain content relevant to Franchisor's mission and must meet Franchisor's standards and otherwise support ~~Casago~~ Franchisor's brand, image and

methodologies. Franchisor reserves the right to demand that Franchisee remove any nonconforming Permitted Webpages or ~~blog post(s) content~~, to delete the link to Franchisee's Permitted ~~Webpage(s)~~ Webpages from Franchisor's website, and/or to revoke Franchisee's right to continue using such Permitted ~~Webpage~~ Webpages, if Franchisor determines in its sole discretion that the content of Franchisee's Permitted ~~Webpage(s)~~ Webpages is detrimental to ~~Casago~~ Franchisor's brand and image.

12.3.3.5 Franchisee must establish and operate the Permitted Webpages in accordance with System standards and any other policies Franchisor designates in the Operations Manual or otherwise in writing from time to time, including but not limited to Franchisor's Internet privacy policies.

12.3.3.6 Franchisee shall utilize any templates that Franchisor provides to Franchisee to create and/or modify the Permitted Webpages.

12.3.4 Except Franchisee's Permitted Webpages, or as approved in advance in writing by Franchisor, Franchisee must not establish or maintain a separate website, splash page, profile or other presence on the Internet, or otherwise advertise on the Internet or any other public computer network in connection with the Casago Business. ~~All additional websites for Any URL or domain name that franchisee proposes to use for a Permitted Webpage or otherwise in connection with the Casago Businesses will be centrally managed from the corporate website to maintain consistency, consolidate views/likes/etc. and reduce the expense and time required by Franchisee to create and manage individual websites and pages. If such approval is granted by Franchisor, Franchisee must: (i) establish and operate such Internet site or listing in accordance with System standards and any other policies Franchisor designates in the Operations Manual or otherwise in writing from time to time, including but not limited to Franchisor's Internet privacy policies; and (ii) utilize any templates that Franchisor provides to Franchisee to create and/or modify such site(s)~~ Business shall be subject to Franchisor's approval as well as any applicable guidelines established by Franchisor in the Operations Manual.

12.3.5 Franchisor shall have the right to modify the provisions of this Section 12.3 relating to Internet websites as Franchisor deems necessary or appropriate in the best interest of the System.

12.3.6 Franchisee acknowledges that Franchisor and/or Franchisor's affiliates are the lawful, rightful and sole owner of the Internet domain name [www.casago.com](http://www.casago.com) and any other Internet domain names registered by Franchisor or its affiliates, and Franchisee unconditionally disclaims any ownership interest in such domain names and any similar Internet domain names ~~colorably similar thereto~~. Franchisee agrees not to register any Internet domain name in any class or category that contains words used in or similar to any brand name owned by Franchisor or Franchisor's affiliates, or any abbreviation, acronym, phonetic variation or visual variation of those words.

**12.4 Grand Opening Advertising.** ~~As described more fully in Section 6.3 of this Agreement~~ During the first sixty (60) days of operation, or a different time period that Franchisor specifies, Franchisee must spend at least between \$2,000 and \$5,000 Two Thousand Dollars (\$2,000.00) and Five Thousand Dollars (\$5,000.00) (the "Grand Opening Marketing Requirement") in order to implement a grand opening marketing campaign for the Casago Business (the "Grand Opening Marketing Campaign"), subject to Franchisor's prior approval. Notwithstanding the

~~foregoing, subject to Franchisor's approval of Franchisee's grand opening marketing campaign.~~ Franchisor reserves the right to ~~collect the money for and conduct~~require that Franchisee pay the Grand Opening Marketing Campaign Requirement directly to Franchisor and implement the Grand Opening Marketing Campaign on Franchisee's behalf. If, at the time Franchisee executes this Agreement, Franchisee is an Existing Operator or has at least \$1,000,000 in annual rent revenue, the Grand Opening Marketing Requirement will be waived.

**12.5 — System Marketing Fund.** ~~Franchisor reserves the right to establish a national marketing fund (the "Marketing Fund"). In the event the Marketing Fund is established,~~ Franchisee will participate in and contribute monthly to Franchisor's marketing fund (the System "Marketing Fund") in an amount equal to one-half percent (0.5%) of Franchisee's Gross Rental Revenue (the "Fund Contribution"), which Franchisor may increase up to one percent (1%) of Franchisee's Gross Rental Revenue upon notice, ~~in the manner Franchisor prescribes~~its discretion. Franchisee must pay the Fund Contribution in the same manner and time as the Monthly Royalty fees due under this Agreement.

12.5.1 Franchisor will use contributions to the Marketing Fund, in Franchisor's sole discretion, to develop, produce and distribute national, regional and/or local advertising and to create advertising materials and public relations programs which promote, ~~in Franchisor's sole judgment,~~ the products and services offered by the System. Franchisor ~~has the sole right to determine contributions and expenditures of the Marketing Fund, or any other advertising program, and the sole authority to determine, without limitation, the selection of~~will select the advertising materials and programs in its discretion; provided, however, that Franchisor will make a good faith effort to expend the Marketing Fund's contributions in the general best interests of the System ~~on a national or regional basis.~~ Nevertheless, Franchisee acknowledges that not all System Franchisees will benefit directly or on a pro rata basis from the Marketing Fund's expenditures. Franchisor may use the Marketing Fund to satisfy any and all costs of maintaining, administering, directing, preparing, and producing advertising, social media, public relations, including the cost of preparing and producing television, radio, magazine and newspaper advertising campaigns, the cost of direct mail and outdoor billboard advertising; the cost of public relations activities, social media activities, and advertising agencies; the cost of developing and maintaining an Internet website and managing social media and other online advertising; the cost of holding an Annual Conference, the cost of promoting the System at industry conferences; and personnel and other departmental costs for advertising that Franchisor internally administers or prepares. While Franchisor does not anticipate that any part of the Marketing Fund's contributions will be used for advertising which is principally a solicitation for franchisees, Franchisor reserves the right to use the Marketing Fund's contributions for public relations or recognition of ~~the Casago~~Franchisor's brand and for the creation and maintenance of Franchisor's website, a portion of which can be used to explain the franchise offering and solicit potential franchisees, and to include a notation in any advertisement indicating "Franchises Available." Sales materials, if developed, may be sold to franchisees at a reasonable cost.

12.5.2 Franchisor may periodically assist franchisees in maintaining high quality standards by conducting customer surveys, customer interviews, and other similar initiatives ("Surveys"). The cost of such programs will be paid from the Marketing Fund. The cost of these programs may be charged directly to Franchisee if Franchisee's results from a Survey fall below System-established minimum standards for such Surveys.

12.5.3 Franchisor has the right to reimburse itself from the Marketing Fund

contributions for such reasonable costs and overhead, if any, as Franchisor may incur in activities reasonably related to the direction and implementation of the ~~System~~ Marketing Fund.

12.5.4 Franchisor may, but is not required, to contribute to the Marketing Fund for ~~subsequent-any~~ company -owned Casago Businesses in the same manner that each franchised Casago Business is required to contribute.

12.5.5 Franchisor will prepare on an annual basis and will have available for Franchisee within 90 days of the end of the fiscal year, a statement of contributions and expenditures for the Marketing Fund, which will be provided to Franchisee upon Franchisee's written request. The Marketing Fund is not required to be independently audited.

12.5.6 Franchisor is under no obligation to conduct any advertising in Franchisee's Territory; however, Franchisor reserves the right to conduct such advertising if it chooses to do so in its sole discretion.

12.5.7 Franchisor will use commercially reasonable efforts to effectively operate all advertising, marketing, and promotions activities, including the Marketing Fund, but Franchisor will have no direct or indirect liability or obligation to Franchisee with respect to the maintenance, direction or administration of the Marketing Fund. Franchisee is not a third-party beneficiary of any other franchise agreement and will have no right to require or enforce any contributions from other franchisees to, or with respect to the administration of, the Marketing Fund. Franchisee has no proprietary right in the Marketing Fund or the media created for it, and Fund ~~Contribution funds~~ Contributions are not held in trust and do not create any trust or fiduciary duties on behalf of Franchisor.

**12.6 Regional Advertising and Promotional Cooperative.** Franchisor shall have the right, in Franchisor's sole discretion, to designate any geographical area for purposes of establishing a regional advertising and promotional cooperative (a "Cooperative"), and to determine whether a Cooperative is applicable to Franchisee's Casago Business. Franchisor has the right to require that a Cooperative and/or franchisee advisory council be formed, changed, dissolved or merged. If a Cooperative has been established applicable to Franchisee's Casago Business at the time Franchisee begins operating under this Agreement, Franchisee must immediately become a member of such Cooperative. If a Cooperative applicable to the Casago Business is established at any later time during the term of this Agreement, Franchisee must become a member of such Cooperative no later than thirty (30) days after the date on which the Cooperative begins operation. If the Casago Business is within the territory encompassed by more than one Cooperative, Franchisee is required to be a member of only one such Cooperative. The following provisions will apply to each Cooperative:

12.6.1 Each Cooperative will be organized and governed in a form and manner, and will commence operation on a date, approved in advance by Franchisor;

12.6.2 Each Cooperative will be organized for the exclusive purpose of administering regional advertising programs and standardizing advertising materials for use by the members in local advertising;

12.6.3 No promotional or advertising plans or materials may be used by a Cooperative or furnished to its members without Franchisor's prior approval. ~~All such plans and~~

~~materials shall be submitted to Franchisor in accordance with the procedure set forth in Section 12.1 hereof;~~

12.6.4 Such contributions shall not exceed the Local Marketing Requirement described in Section 12.7;

12.6.5 ~~Each member franchisee must submit to the Cooperative, no later than~~ By the fifteenth (15th) day of each month, ~~for the preceding month~~ Franchisee must submit to the Cooperative, its respective contribution for the preceding month, as provided in this Agreement, together with such other statements or reports as Franchisor may require or as may be required by the Cooperative with Franchisor's approval;

12.6.6 All activities and decisions of the Cooperative shall be determined by a majority vote of the member franchisees in the Cooperative; and

~~12.6.7 Franchisor may grant to any franchisee, in Franchisor's sole discretion, an exemption for any length of time from the requirement of membership in a Cooperative, upon written request of such franchisee stating reasons supporting such exemption. Franchisor's decision concerning such request for exemption will be final.~~

**12.7 Local Marketing.** In ~~addition to the Fund Contribution described above in Section 12.5~~ consultation with Franchisee, Franchisor will ~~work with Franchisee to~~ develop a mutually agreed upon local annual marketing plan ~~that will be reviewed quarterly~~ (the "Local Marketing Requirement") ~~The that Franchisee must implement. The Local Marketing Requirement will include~~ a minimum monthly marketing spend ~~will be~~ based on factors such as Franchisee's advertising and promotional goals, size of market, market opportunity and revenue goals. The Local Marketing Requirement may include local advertising and promotions as Franchisor prescribes in the Operations Manual or otherwise in writing, which may include, without limitation, requirements for placing a certain number and/or type(s) of media advertisements. Franchisee acknowledges and agrees that Franchisee's Local Marketing Requirement must be expended ~~met~~ regardless of the amount(s) spent by other System franchisees on local advertising. Franchisee may spend any additional sums Franchisee wishes on local advertising and promotions. If any advertising material is deemed by Franchisor to be inappropriate, off brand or detrimental to the Casago ~~Franchisor's~~ Brand, all use of the material must cease and Franchisee shall be required to replace it with appropriate materials. If Franchisee is a new or ~~existing operator~~ Existing Operator generating less than the minimum Gross Rental Revenue threshold Franchisor designates, or if Franchisee fails to achieve the Minimum Growth Targets in any two consecutive quarters, or in more than three total quarters during the term of this Agreement, Franchisee will be required to participate in the "Casago Owner Marketing Service", as designated by Franchisor, and expend all or some portion (as Franchisor designates) of the Local Advertising Requirement on designated activities or materials that are provided by Franchisor's designated or approved supplier(s) for these types of services. The Local Marketing Requirement is not required during the Grand Opening period (first 60 days after opening).

## **13. INDEPENDENT CONTRACTOR; INDEMNIFICATION**

**13.1 Independent Contractor Status.** Franchisee is an independent contractor responsible for full control over the internal management and daily operation of Franchisee's Casago

Business, and neither party to this Agreement is the agent, principal, partner, employee, employer or joint venture partner of the other party. Franchisee may not act or represent itself, directly or by implication, as Franchisor's agent, partner, employee or joint venture partner, and Franchisee may not incur any obligation on Franchisor's behalf or in Franchisor's name. All stationery, business cards and contractual agreements entered into by Franchisee shall contain Franchisee's corporate or fictitious name and a conspicuously displayed notice, in the place Franchisor designates, that Franchisee operates Franchisee's Casago Business as an independently owned and operated Casago Business and that Franchisee independently owns and operates the Casago Business as a System franchisee. At Franchisor's request, Franchisee must prominently display a "Franchises Available" sign in the form Franchisor prescribes and in the place that Franchisor designates. Nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name; and Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall Franchisor be liable by reason of any of Franchisee's acts or omissions in the operation of the Casago Business or for any claim or judgment arising therefrom against Franchisee or Franchisor. Neither this Agreement nor Franchisor's course of conduct is intended, nor may anything in this Agreement (nor Franchisor's course of conduct) be construed, to state or imply that Franchisor is the employer of Franchisee's employees and/or independent contractors.

**13.2 Indemnification.** Franchisee and Franchisee's principals agree to indemnify, defend and hold harmless Franchisor, Franchisor's affiliates and their respective members, shareholders, directors, officers, employees, agents, successors and assignees ("Indemnitees") harmless from and against, and to reimburse them for all claims, obligations, liabilities, losses, costs, expenses and damages (collectively, "Claims"), including any and all taxes, attorneys' fees and litigation expenses, directly or indirectly arising out of, in whole or in part: (i) the operation of Franchisee's Casago Business, including, without limitation, the ~~use, condition, construction, equipping, decorating, maintenance or management and~~ day-to-day operations of the Casago Business, the sale or provision of any product or service offered or ~~merchandise~~ sold from by the Casago Business, ~~and~~ Franchisee's advertising, and the activities of any employee, agent or contractor of the Casago Business; (ii) Franchisee's use of the Proprietary Marks; (iii) the transfer of any interest in this Agreement or Franchisee's Casago Business in any manner not in accordance with this Agreement; (iv) the infringement, alleged infringement, or any other violation or alleged violation by Franchisee or any of Franchisee's principals of any patent, mark or copyright or other proprietary right owned or controlled by third parties; ~~or~~ (v) libel, slander or any other form of defamation of Franchisor, the System or any franchisee operating under the System, by Franchisee or by any of Franchisee's principals. ~~For purposes of this indemnification, "Claims" shall mean and include all obligations, actual, consequential, punitive and other damages, and costs reasonably incurred in the defense of any action, including attorneys', attorney assistants' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether or not such claims exceed the amount of insurance coverage available through; or~~ (vi) any breach by Franchisee to Franchisor of this Agreement. Franchisor shall have the right, though not the obligation, to defend any such Claim against it in such manner as Franchisor deems appropriate or desirable in Franchisor's sole discretion. Such an undertaking by Franchisor shall, in no manner or form, diminish Franchisee's and each of Franchisee's principals' obligation to indemnify the Indemnitees and to hold them harmless. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

## 14. SALE OR TRANSFER

**14.1 Transfer.** Franchisee's rights under this Agreement are personal, and Franchisee shall not, directly or indirectly, through one transaction or a series of related transactions, sell, transfer, assign or encumber Franchisee's interest in the Casago Business or this Agreement without Franchisor's prior written consent, ~~as described more fully in Section 14.3 below~~. Any sale, transfer, assignment or encumbrance made without Franchisor's prior written consent shall be voidable at Franchisor's option and shall subject this Agreement to termination as specified herein.

### 14.2 **Death or Disability.**

14.2.1 Transfer Upon Death or Disability. Upon ~~Franchisee's or any of its Designated Manager's~~ the death or disability, of an individual Franchisee's or, if Franchisee is a closely held entity, upon the death or disability of any owner of such entity (each, a "Transferring Party"), the ~~Designated Manager~~ Transferring Party's executor, administrator, conservator, guardian, or other personal representative must transfer ~~Franchisee's~~ the Transferring Party's interest in this Agreement, or the ~~Designated Manager's ownership interest in~~ Franchisee, if any, as applicable, only to a third party (which may be ~~Franchisee's or the Designated Manager~~ Transferring Party's heirs, beneficiaries, or devisees) that Franchisor ~~must approve~~ has approved, in Franchisor's sole discretion. That transfer must be completed within a reasonable time, not to exceed six (6) months from the date of death or disability, and is subject to all of the terms and conditions in this Section 14. If Franchisee is ~~an~~ a closely held entity and has more than one (1) principal, upon a principal's death, the remaining living principals may continue operation of the Casago Business while the transfer is being finalized (but is still subject to the transfer provisions of Section 14). A failure to transfer Franchisee's interest in this Agreement ~~or the Designated Manager's ownership interest in Franchisee~~ within this time period is a breach of this Agreement. The term "disability" means a mental or physical disability, impairment, or condition that is reasonably expected to prevent or actually does prevent Franchisee ~~or the Designated Manager~~ from supervising the management and operation of the Casago Business.

14.2.2 Operation Upon Death or Disability. If, upon Franchisee's death or disability, a ~~certified manager~~ Designated Manager is not managing the Casago Business, Franchisee's executor, administrator, conservator, guardian, or other personal representative must within a reasonable time, no later than thirty (30) days from the date of death or disability, appoint a manager that Franchisor approves. The manager must complete Franchisor's standard training program at Franchisee's expense. If, in Franchisor's judgment, the Casago Business is not being managed properly any time after Franchisee's death or disability, Franchisor may, but need not, assume the Casago Business's management (or appoint a third party to assume its management). Franchisor may charge Franchisee (in addition to the Royalty, Fund Contribution, and other amounts due under this Agreement) a reasonable amount of compensation, plus Franchisor's (or the third party's) direct out-of-pocket costs and expenses, if Franchisor (or a third party) assumes the Casago Business's management under this subparagraph. Provided Franchisor is not grossly negligent and does not commit an act of willful misconduct, Franchisor will not be liable to Franchisee or its owners for any debts, losses, or obligations the Casago Business incurs, or to any of Franchisee's creditors for any products, other assets, or services the Casago Business purchases, while Franchisor (or a third party) manages it. Franchisor's assumption of the Casago Business's management will be for no more than ninety (90) day intervals. Franchisor will reevaluate the situation at the end of each such interval in consultation with Franchisee.

**14.3 Ownership Changes.** ~~A~~ Without limiting Section 14.1 above, a sale, transfer or assignment requiring Franchisor's prior written consent hereunder shall ~~be deemed to occur if Franchisee is~~ include: (i) ~~a corporation, upon any sale or transfer of all or substantially all of the assets of the Casago Business;~~ (b) any assignment, sale, pledge, or transfer of ~~any fractional portion of Franchisee's voting stock or any increase in the number of outstanding shares of a direct or indirect controlling equity interest in Franchisee's voting stock which;~~ (c) any merger, consolidation, issuance of equity, reorganization or similar transaction that results in a ~~direct or indirect change in control of ownership~~ Franchisee; or (ii) ~~a partnership, upon the assignment, sale, pledge or transfer of any fractional partnership~~ any other transaction that result in a change in the beneficial ownership or record ownership interest; ~~or of more than fifty percent (iii) 50% a limited liability company, upon the assignment, sale, pledge or transfer of any interest in the limited liability company. Any new partner, shareholder, or member or manager~~ of the voting securities of the Franchisee. Unless otherwise agreed in writing by Franchisor, any new direct or indirect beneficial or record owner of Franchisee will be required to personally guarantee Franchisee's obligations under this Agreement. ~~A transfer pursuant to (i) and (iii)~~ Franchisee shall ensure that its governing documents, and any certificated securities, include a legend that recites the restrictions set forth in ~~accordance with this Section 14.4 below shall not be subject to Franchisor's right of first refusal described herein in Section 14.3.1~~ 14.3.

~~14.3.1 Right of First Refusal. If Franchisee proposes to transfer either this Agreement or all, or substantially all, of the assets used in connection with the Casago Business or any interest in Franchisee's lease to any third party (other than a corporation or limited liability company as set forth in Section 14.4 below), Franchisee shall first offer to sell such interest to Franchisor on the same terms and conditions as offered by such third party. Franchisee shall obtain from the third party and provide Franchisor a statement in writing, signed by the third party and Franchisee, of the terms of the offer ("Letter of Intent"). If Franchisor elects not to accept the offer within a thirty (30) day period, Franchisee shall have a period not to exceed sixty (60) days to complete the transfer described in the Letter of Intent subject to the conditions for approval set forth in Section 14.3.2 below. Franchisee shall effect no other sale or transfer as contemplated under the Letter of Intent without first complying with this Section 14.3.1. Any material change in the terms of the Letter of Intent shall be deemed a new proposal subject to Franchisor's right of first refusal. So long as Franchisee has obtained Franchisor's prior written consent, which shall not be unreasonably withheld, a transfer to an existing partner, shareholder or member, or a transfer as a result of the death, disability or incapacitation of a shareholder, member or partner, in accordance with the provisions set forth below, is not subject to Franchisor's first right of refusal.~~

~~14.3.2 Conditions for Approval.~~

14.3.1 Conditions for Approval. The decision of whether to approve any sale, assignment or other transfer requiring Franchisor's consent hereunder shall be made in Franchisor's sole and absolute discretion. Franchisor may condition Franchisor's approval of any such proposed sale or transfer ~~of the Casago Business or of Franchisee's interest in this Agreement~~ upon satisfaction of the following occurrences:

~~14.3.2.1—14.3.1.1~~ All of Franchisee's accrued monetary obligations to Franchisor, Franchisor's affiliates, and Franchisor's designated suppliers and vendors, are satisfied;

~~14.3.2.2—14.3.1.2~~ Franchisee must cure all existing defaults under this Agreement, or any other agreement between Franchisee and Franchisor, Franchisor's affiliates, or Franchisor's designated suppliers and vendors, within the period permitted for cure, and must have

substantially complied with such agreements during their respective terms;

~~14.3.2.3—14.3.1.3~~ Franchisee ~~and Franchisee’s principals (if Franchisee is a partnership, corporation or limited liability company)~~, and the transferee (if it has had any previous relationship with Franchisor or Franchisor’s affiliates), must execute a general release ~~under seal~~, in a form satisfactory to Franchisor, of any and all claims against Franchisor and Franchisor’s affiliates and their respective officers, directors, shareholders and employees, in their corporate and individual capacities; provided, however, the release shall not be inconsistent with any applicable state statute regulating franchising;

~~14.3.2.4—14.3.1.4~~ Franchisee or transferee shall provide Franchisor a copy of the executed purchase agreement relating to the proposed transfer with all supporting documents and schedules, including transferee’s assumption of and agreement to faithfully perform all of Franchisee’s obligations under this Agreement;

~~14.3.2.5—14.3.1.5~~ The transferee shall demonstrate to Franchisor’s satisfaction that ~~he or she~~ the transferee meets Franchisor’s educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to conduct the business to be transferred; and has adequate financial resources and capital to meet the performance obligations under this Agreement; ~~provided, however, transferee shall not be in the same business as Franchisor either as licensor, franchisor, independent operator or licensee of any other property management services business or franchise System which is similar in nature or in competition with Franchisor, except that the transferee may be an existing System franchisee;~~

~~14.3.2.6—14.3.1.6~~ The transferee shall execute Franchisor’s then-current form of franchise agreement for the unexpired term of this Agreement;

~~14.3.2.7~~

14.3.1.7 The transferee shall satisfactorily complete Franchisor’s training program at the transferee’s sole expense within the time frame required by Franchisor;

~~14.3.2.8—14.3.1.8~~ Franchisee ~~(and Franchisee’s principals if Franchisee is a partnership, corporation or limited liability company)~~, and ~~the members of their respective families~~ must comply with ~~the~~ any and all applicable post-termination provisions of this Agreement;

~~—14.3.2.9—14.3.1.9~~ The transferee must obtain, within the time limits set by Franchisor, and maintain thereafter, all permits and licenses required for the operation of the Casago Business;

~~—14.3.2.10—14.3.1.10~~ To the extent required by the terms of any leases or other agreements related to the Casago Business, the lessors or other parties thereto must have consented to the proposed transfer;

~~—14.3.2.11—14.3.1.11~~ The transfer must be made in compliance with any laws that apply to the transfer, including state and federal laws governing the offer and sale of franchises;

~~—14.3.2.12—14.3.1.12~~ The purchase price and terms of the proposed transfer are not so burdensome to the prospective transferee as to impair or materially threaten its future

operation of the Casago Business and the transferee's performance under its franchise agreement;

~~14.3.2.13~~ 14.3.1.13 Franchisee must request that Franchisor provide the prospective transferee with Franchisor's current form of franchise disclosure document;

~~14.3.2.14~~ 14.3.1.14 Franchisor's approval of the transfer shall not constitute a waiver of any claims Franchisor may have against Franchisee;

~~14.3.2.15~~ 14.3.1.15 Franchisor may disclose to any prospective transferee such revenue reports and other financial information concerning Franchisee and Franchisee's Casago Business that Franchisee supplied to Franchisor;

~~14.3.2.16~~ 14.3.1.16 In any event, Franchisor may withhold or condition Franchisor's consent to any transfer as Franchisor deems appropriate based on the circumstances of the transfer or otherwise; and

~~14.3.2.17~~ 14.3.1.17 Franchisee is responsible for payment of all commissions or other monies due from the sale of the Casago Business if: (i) Franchisee listed the Casago Business with a broker; or (ii) transferee is referred to Franchisor by a broker lead referral network or otherwise.

**14.4 Transfer to a Corporation or Limited Liability Company.** If Franchisee is an individual and desires to assign its rights under this Agreement to a corporation or limited liability company, and if all of the following conditions are met, Franchisor will consent to the transfer without assessing the ~~transfer fee set forth in Section 14.3.2.7 hereof, and such assignment will not be subject to Franchisor's right of first refusal set forth in Section 14.3.1 hereof~~ Transfer Fee (as defined below) if:

14.4.1 The corporation or limited liability company is newly organized and its activities are confined to operating the Casago Business;

14.4.2 Franchisee is, and at all times remains, the owner of fifty one percent (51%) of the outstanding shares of the corporation or a controlling interest in the limited liability company;

14.4.3 The corporation or limited liability company agrees in writing to assume all of Franchisee's obligations hereunder; and

14.4.4 All shareholders of the corporation, or members and managers of the limited liability company, as applicable, personally guarantee prompt payment and performance by the corporation or limited liability company of all its obligations to Franchisor and Franchisor's affiliates, under this Agreement and any other agreement between Franchisee and Franchisor and/or Franchisor's affiliates, and such persons execute a confidentiality and noncompetition agreement as set forth in Section 17.2 hereof.

~~14.5~~  
14.5 Transfer Fee. Prior to transferring the Casago Business or assigning this Agreement to another party, Franchisee must pay a fee (the "Transfer Fee") of an amount equal to 50% of the Initial Franchise Fee to Franchisor.

**14.6 Franchisor's Right to Transfer.** Franchisor has the right to sell, transfer, assign

and/or encumber all or any part of Franchisor's assets and Franchisor's interest in, and rights and obligations under, this Agreement in Franchisor's sole discretion.

## 15. BREACH AND TERMINATION

**15.1 Automatic Termination.** This Agreement shall automatically terminate without notice or an opportunity to cure upon the occurrence of any of the following:

15.1.1 Voluntary Bankruptcy. If Franchisee makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, files or acquiesces in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consents to or acquiesces in the appointment of a trustee or receiver for Franchisee or the Casago Business.

15.1.2 Involuntary Bankruptcy. If proceedings are commenced to have Franchisee adjudicated bankrupt or to seek Franchisee's reorganization under any state or federal bankruptcy or insolvency law, and such proceedings are not dismissed within sixty (60) days, or a trustee or receiver is appointed for Franchisee or the Casago Business without Franchisee's consent, and the appointment is not vacated within sixty (60) days.

~~15.1.3 Unauthorized Transfer. If Franchisee purports to sell, transfer or otherwise dispose of Franchisee or any interest in the Casago Business in violation of Section 14 hereof.~~

**15.2 With Notice and Without Opportunity to Cure.** Franchisor has the right to terminate this Agreement upon notice without providing Franchisee an opportunity to cure for any of the following breaches or defaults:

15.2.1 Criminal Acts. If Franchisee or Franchisee's principals are convicted of or plead guilty or no contest to any felony, or take part in any criminal misconduct relevant to the operation of Franchisee's Casago Business.

15.2.2 Fraud. If Franchisee or Franchisee's principals commit any fraud or misrepresentation in the operation of Franchisee's Casago Business.

15.2.3 Misrepresentation. If Franchisee or Franchisee's principals make any misrepresentation or omission in connection with Franchisee's franchise application, including but not limited to any financial misrepresentation.

15.2.4 Failure to Complete Training. If Franchisee fails to successfully complete initial training as provided in Section 8.1 hereof.

15.2.5 Repeated Breaches. If Franchisor sends Franchisee two (2) or more written notices to cure pursuant to Sections 15.3 or 15.4 hereof in any twelve (12) month period.

15.2.6 Breach of Other Agreements. If Franchisee or Franchisee's principals ~~materially~~ breach any other agreement with Franchisor or any of Franchisor's affiliates ~~or the lease or finance agreement for the Approved Location if applicable~~, or threaten any ~~material~~ breach of any such agreement, and fail to cure such breach within any permitted period for cure.

15.2.7 Misuse of the Proprietary Marks or Confidential Information. If Franchisee or Franchisee's principals materially violate any provision hereof pertaining to Proprietary Marks or Confidential Information or misuse the Proprietary Marks or Confidential Information.

15.2.8 Violation of Health Code. If Franchisee violates any health, safety or sanitation law, ordinance or regulation, or operates the Casago Business in a manner that presents a health or safety hazard to customers, or the general public.

15.2.9 Violation of In-term Restrictive Covenant. If Franchisee violates the in-term restrictive covenant contained in Section 17.1 hereof.

15.2.10 Liens. If a levy of writ of attachment or execution or any other lien is placed against Franchisee or any of Franchisee's principals or any of their assets which is not released or bonded against within thirty (30) days.

15.2.11 Insolvency. If Franchisee or any of Franchisee's principals become insolvent.

15.2.12 Abandonment. If Franchisee voluntarily or otherwise abandons the Casago Business. The term "abandon" includes any conduct which indicates a desire or intent to discontinue the Casago Business in accordance with the terms of this Agreement and shall apply in any event Franchisee fails to operate the Casago Business for a period of two or more consecutive days without Franchisor's prior written approval.

~~15.2.13~~ 15.2.13 Unauthorized Products or Services. If Franchisee offers any unauthorized and unapproved training or other products or services at or from the Casago Business.

15.2.14 Unapproved Purchases. If Franchisee uses a supplier, other than a required supplier, for any required products and services.

15.2.15 Proprietary Software. If Franchisee misuses or makes unauthorized use of Franchisor's proprietary software, if any.

15.2.16 Insurance. If Franchisee fails to maintain insurance or to repay Franchisor for insurance paid for by it, or otherwise fails to adhere to the requirements of Section 9 hereof.

15.2.17 Government Regulations. If Franchisee fails, within fifteen (15) days after notification of non-compliance by federal, state or local government authorities, to comply with any law or regulation applicable to the Casago Business.

15.2.18 Government Actions. If any government action is taken against Franchisee that results in any obligation upon Franchisor which in Franchisor's sole judgment is uneconomical, not in the best interests of Franchisor, or would result in Franchisor having an unintended relationship or obligation.

15.2.19 Anti-Terrorist Activities. If Franchisee fails to comply with the provisions of Section ~~22.7~~22.6 hereof.

15.2.20 Personal Use of Franchised Business Property. If Franchisee takes for

Franchisee's own personal use any assets or property of the Casago Business, employee taxes, FICA, insurance or benefits.

15.2.21 Insufficient Funds. If there are insufficient funds in Franchisee's bank account to cover a check or EFT payment to Franchisor ~~three~~two or more times within any twelve (12) month period.

15.2.22 Failure to Meet Minimum ~~Annual Royalty~~Growth Targets. If Franchisee fails to meet ~~its~~ Minimum ~~Annual Royalty requirement in any given year~~Growth Targets for two consecutive quarters or more than three total quarters during the ~~Term~~term of the Agreement.

15.2.23 Unauthorized Transfer. If Franchisee purports to sell, transfer or otherwise dispose of Franchisee or any interest in the Casago Business in violation of Section 14 hereof.

**15.3 Upon 15 Days' Notice to Cure.** Franchisor has the right to terminate this Agreement if any of the following defaults remain uncured after providing notice and expiration of the fifteen (15) day cure period:

15.3.1 Nonpayment. If Franchisee fails to pay as and when due any sums owed to Franchisor, any of Franchisor's affiliates, or any of Franchisor's designated suppliers.

15.3.2 Under-reporting of Gross Rental Revenue. If any audit reveals that Franchisee has understated Franchisee's Gross Rental Revenues, Royalty or advertising payments, or Franchisee's local advertising expenditures, ~~by more than two percent (2%)~~, or if Franchisee has failed to submit timely reports and/or payments for any two (2) reporting periods within any twelve (12) month period, as described in Section 11 hereof.

15.3.3 Endorsement of Checks. If Franchisee fails to immediately endorse and deliver to Franchisor any payments due to Franchisor from any third party that is erroneously remitted to Franchisee.

15.3.4 Failure to Maintain Inventory. If Franchisee fails to maintain sufficient levels of inventory ~~or~~if applicable.

15.3.5 Failure to Open. If Franchisee fails to commence operations of Franchisee's Casago Business within the time prescribed in Section 7.3 hereof.

15.3.6 Failure to Personally Supervise Operations or Employ Adequately Trained Personnel. If Franchisee fails, in Franchisor's sole discretion, to personally supervise the day-to-day operation of the Casago Business or fails to employ one or more Designated Manager(s) to supervise the day-to-day operation of the Casago Business as required under this Agreement.

15.3.7 Quality Control. If Franchisee fails to maintain the strict quality controls reasonably required by this Agreement and/or the Operations Manual or fails to comply with Franchisor's brand standards.

15.3.8 Other Conduct Reflecting Adversely on System. If Franchisee conducts itself in a manner that, although not criminal, reflects adversely on the System, the Proprietary Marks, or the services or products offered through the System.

15.3.9 Licenses and Permits. If Franchisee fails to procure or maintain any licenses, certifications, or permits necessary for the operation of Franchisee's Casago Business.

**15.4 Upon 30 Days' Notice to Cure.** Franchisor has the right to terminate this Agreement after providing notice and a thirty (30) day cure period if Franchisee fails to perform or comply with any one or more of the terms or conditions of this Agreement or any ancillary agreements between Franchisee and Franchisor or Franchisor's affiliates; provided that this Section 15.4 shall not prevent Franchisor from exercising any other termination rights referenced in this Section 15 or otherwise set forth in this Agreement.

**15.5 ~~Step In~~ Rights upon Breach or Default.** In addition to Franchisor's right to terminate this Agreement, and not in lieu of such right or any other rights Franchisor may have against Franchisee, upon a failure to cure any breach or default within the applicable time period ~~(if any)~~ set forth herein, Franchisor has the ~~right~~ following rights:

**15.5.1 Step In Rights.** Franchisor may, but is not ~~the obligation,~~ obligated to, exercise complete authority with respect to the operation of the Casago Business until such time as Franchisor determines, in Franchisor's sole discretion, that the default has been cured and Franchisee is otherwise in compliance with this Agreement. In the event Franchisor exercises the rights described in this Section, Franchisee must reimburse Franchisor for all reasonable costs and overhead, if any, incurred in connection with Franchisor's operation of Franchisee's Casago Business including, without limitations, costs of personnel for supervising and staffing the Casago Business and their travel and lodging accommodations. Franchisee must also pay Franchisor an emergency management fee in the amount up to five percent (5%) of Gross Rental Revenue ~~plus expenses.~~ If Franchisor undertakes to operate the Casago Business pursuant to this Section, Franchisee agrees to indemnify and hold Franchisor (and Franchisor's representative(s) and employees) harmless from and against any fines, claims, suits or proceedings which may arise out of Franchisor's operation of the Casago Business.

**15.5.2 Reduction of Territory Size.** Franchisor may, upon written notice to Franchisee, reduce the size of Franchisee's Territory to a size determined in Franchisor's discretion.

**15.5.3 Additional Franchisee.** Franchisor may, upon written notice to Franchisee, permit another franchisee to operate a Casago Business using the System and Proprietary Marks in the Territory.

**15.6 Nonwaiver.** Franchisor's delay in exercising or failing to exercise any right or remedy under this Agreement or Franchisor's acceptance of any late or partial payment due hereunder shall not constitute a waiver of any of Franchisor's rights or remedies against Franchisee.

~~15.7 Final Charges. In the event of termination for any default by Franchisee, Franchisee shall promptly pay to Franchisor all damages, costs and expenses, including reasonable attorneys' fees, incurred by Franchisor because of the default, which obligation shall give rise to and remain, until paid in full, a lien in favor of Franchisor against any and all of franchisee's personal property, furnishings, equipment, signs, fixtures and inventory related to the operation of the Casago Business.~~

**15.7 Termination Fee.** In the event of termination for any default by Franchisee, Franchisee shall immediately pay to Franchisor: (a) all amounts past due to Franchisor pursuant to this Agreement; (b) a fee (the "Termination Fee") equal to the sum of (i) the amount of Monthly

Royalties Franchisor would have been entitled to for the remainder of the ten year term of the Agreement, assuming Franchisee had met its Gross Rental Revenue Minimum Growth Targets, and (ii) all other mandatory fees that would have been paid by Franchisee during the remaining ten year term of the Agreement. The parties intend that the Termination Fee constitute compensation, and not a penalty. The parties recognize the difficulty, but not the impossibility, of calculating damages to which Franchisor will be entitled as a result of the loss of Monthly Royalties and other mandatory fees Franchisor will suffer if this Agreement is terminated prior to its expiration, but nevertheless agree that such damages will arise. Accordingly, the parties acknowledge and agree that the Termination Fee is a reasonable estimate of such harm. The Termination Fee shall serve as liquidated damages for lost Monthly Royalties and other mandatory fees hereunder that Franchisor will suffer, but shall not preclude Franchisor from seeking and recovering damages for any other harm suffered by Franchisor as a result of a default by Franchisee.

## **16. RIGHTS AND DUTIES UPON TERMINATION OR EXPIRATION**

**16.1 Franchisee's Obligations.** Upon termination of this Agreement, regardless of the cause, and upon expiration and nonrenewal or transfer of this Agreement, Franchisee must, at Franchisee's cost and expense:

16.1.1 Cease immediately all operations under this Agreement;

16.1.2 Immediately pay Franchisor all unpaid fees and pay Franchisor, Franchisor's affiliates, and Franchisor's designated suppliers and vendors all other monies owed;

16.1.3 Immediately discontinue the use of the Proprietary Marks;

16.1.4 Immediately return the Operations Manual to Franchisor, along with all other manuals and Confidential Information Franchisor loaned to Franchisee, and immediately and permanently cease use of any Confidential Information;

16.1.5 Immediately cease using all telephone numbers and listings, facsimile numbers ~~and listings~~, email accounts, and ~~Internet~~Permitted Webpages (and associated listings) used in connection with the operation of the Casago Business and direct the applicable company to transfer all such numbers, accounts, webpages and listings to Franchisor or Franchisor's designee pursuant to the Conditional Assignment of Telephone Numbers attached hereto as Exhibit B or, if Franchisor directs, to disconnect the numbers and delete the accounts, webpages, and listings;

16.1.6 Promptly surrender all stationery, printed matter, signs, advertising materials and other items containing the Proprietary Marks, and all items which are a part of the trade dress of the System, as Franchisor directs;

16.1.7 Cease to hold itself out as Franchisor's franchisee;

16.1.8 Take such action as shall be necessary to amend or cancel any assumed name, business name or equivalent registration which contains any trade name or other Proprietary Mark Franchisor licensed to Franchisee, and furnish Franchisor evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after the termination, expiration or transfer of this Agreement;

16.1.9 Permit Franchisor to make final inspection of Franchisee's financial records,

books, and other accounting records at any time within six (6) months of the effective date of termination, expiration, or transfer;

16.1.10 Comply with the post-termination covenants set forth in Section 17 hereof, all of which shall survive the transfer, termination or expiration of this Agreement;

16.1.11 Cease to use in advertising or in any other manner, any methods, procedures or techniques associated with Franchisor or the System;

16.1.12 Transfer all rights and access to any proprietary software program used in connection with the Casago Business; and

16.1.13 Execute from time to time any necessary papers, documents, and assurances to effectuate the intent of this Section 16.

**16.2 Power of Attorney.** Franchisee hereby irrevocably appoints Franchisor as Franchisee's attorney-in-fact to execute in Franchisee's name and on Franchisee's behalf all documents necessary to discontinue Franchisee's use of the Proprietary Marks and the Confidential Information.

### **16.3 Option to Purchase ~~Personal Property~~ Assets.**

16.3.1 Upon the termination or expiration of this Agreement, Franchisor or Franchisor's designee shall ~~also~~ have the option, but not the obligation, to purchase any ~~personal property~~ assets used in connection with operation of Franchisee's Casago Business by providing Franchisee written notice of Franchisor's election within sixty (60) days after such termination or expiration and paying Franchisee the book value for such personal property within sixty (60) days of such notice. For purposes of this paragraph, "book value" means the amount Franchisee actually paid for the personal property less depreciation ~~(calculated by using the straight line depreciation method on a five (5) year depreciation schedule, irrespective of the depreciation method or schedule Franchisee uses for accounting purposes)~~. Notwithstanding the foregoing, to the extent that Franchisor exercises its right to purchase any personal property that is subject to a lease or finance agreement, the purchase price of such personal property shall equal the amount of Franchisee's remaining obligations under the lease or finance agreement, as applicable. Franchisor shall be entitled to offset the purchase price by the amount of money owed by Franchisee to Franchisor for any payments necessary to acquire clear title to property or for any other debt. If Franchisor exercises Franchisor's option to purchase, pending the closing of such purchase, Franchisor has the right to appoint a manager to maintain operation of the Casago Business, or Franchisor may require that Franchisee close the Casago Business during such period without removing any assets. Franchisee is required to maintain in force all insurance policies required under this Agreement until the date of such closing. Franchisor has the unrestricted right to assign this option to purchase personal property. Franchisor will be entitled to all customary warranties and representations in connection with Franchisor's purchase of Franchisee's property, including, without limitation, representations and warranties as to ownership and condition of and title to the property; liens and encumbrances on the property; validity of contracts and agreements; and liabilities affecting the property, contingent or otherwise.

~~16.3.2 Exclusions. Franchisor may exclude from the personal property purchased hereunder cash or its equivalent and any equipment, signs, inventory, materials and supplies that are not reasonably necessary (in function or quality) to the Casago Business's operations.~~

## 17. COVENANTS

Franchisee acknowledges that as a member of Franchisor's System, Franchisee will receive proprietary and Confidential Information and materials, trade secrets, and the unique methods, procedures and techniques which Franchisor has developed. Therefore to protect Franchisor and all Franchisor's franchisees, Franchisee agrees as follows:

**17.1 During the Term of This Agreement.** During the term of this Agreement, ~~neither Franchisee, Franchisee's officers, directors, principals, or Designated Manager, nor any member of the immediate family of Franchisee or Franchisee's officers, directors, principals, or Designated Manager~~ may shall not, without Franchisor's express written consent, directly or indirectly (including, without limitation, through any subsidiary), for ~~themselves~~itself or through, on behalf of, or in conjunction with any other person, ~~partnership or corporation~~entity:

17.1.1 Own, maintain, engage in, be employed by, lend money to, extend credit to or have any interest in (a) any business providing property rental or management services, or any other business offering products and services offered or authorized for sale by System franchisees (a "Competing Business") or (b) any business that grants franchises or licenses to operate a Competing Business; provided, however, that this Section does not apply to Franchisee's duly authorized operation of any other Casago Business; or

17.1.2 Divert or attempt to divert any business or customer or prospect of the Casago Business to any Competing Business, 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 or the System.

**17.2 After the Term of This Agreement.** For a period of two (2) years after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, Franchisee shall not, directly or indirectly (including, without limitation, through any subsidiary), for itself or through, on behalf of, or in conjunction with any other person or entity:

~~17.2.1 For a period of two (2) years after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither Franchisee, Franchisee's officers, directors, or principals, nor any member of the immediate family of Franchisee or Franchisee's officers, directors, or principals may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation enter into any business that is competing in whole or in part with Franchisor by granting franchises or licenses to operate a Competing Business.~~

~~17.2.2 For a period of two (2) years after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither Franchisee, Franchisee's officers, directors, or principals, nor any member of the immediate family of Franchisee or Franchisee's officers,~~

~~directors, or principals may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:~~

17.2.1 ~~17.2.2.1~~ Own, maintain, engage in, be employed by, lend money to, extend credit to or have any interest in any business that grants franchises or licenses to operate a Competing Business ~~located: (i) within the Territory granted to Franchisee hereunder; or (ii) within a radius of twenty (20) miles of the perimeter of, (a) the Territory being granted hereunder, or (b) any other territory licensed by Franchisor as of the date of expiration, termination or transfer of this Agreement; or,~~

17.2.2 ~~17.2.2.2~~ Interfere with our Franchisor's business relationships or with ~~anyone~~ or any person or entity with which ~~we have~~ Franchisor has a business relationship.

**17.3 Intent and Enforcement.** It is the parties' intent that the provisions of this Section 17 be judicially enforced to the fullest extent permissible under applicable law. Accordingly, the parties agree that any reduction in scope or modification of any part of the noncompetition provisions contained herein shall not render any other part unenforceable. In the event of the actual or threatened breach of this Section 17, Franchisor shall be entitled to an injunction restraining such person from any such actual or threatened breach. Franchisee agrees that in the event of the actual or threatened breach of this Section 17, Franchisor's harm will be irreparable, and that Franchisor has no adequate remedy at law to prevent such harm. ~~Franchisee acknowledges and agrees on Franchisee's own behalf and on behalf of the persons who are liable under this Section 17 that each has previously worked or been gainfully employed in other careers and that the provisions of this Section 17 in no way prevent any such person from earning a living. Franchisee further~~ acknowledges and agrees that the time limitation of this Section 17 shall be tolled during any default under this Section.

**17.4 No Defense.** Franchisee hereby agrees that the existence of any claim Franchisee may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to Franchisor's enforcement of the covenants contained in this Section 17. Franchisee agrees to pay all costs and expenses (including reasonable attorneys' fees) which Franchisor incurs in connection with the enforcement of this Section 17.

17.5 Publicly Traded Shares. Notwithstanding anything else contained in this Agreement, the non-competition obligations contained in this Section 17 do not apply to shares owned or held by Franchisee in the capital stock of any company that is traded on a stock exchange as long as Franchisee does not own more than 1% of the issued and outstanding shares of such company.

17.6 Franchise to Procure Covenants from Certain Persons. Unless otherwise agreed by Franchisor in writing, Franchisee shall cause the Designated Manager, all direct and indirect shareholders, members and other owners and principals of Franchisee, and all persons and entities with access to Franchisor's Confidential Information by virtue of their association with Franchisee, to execute the form of Restrictive Covenants Agreement set forth on Exhibit E, or as Franchisor, in Franchisor's sole discretion, otherwise prescribes, and Franchisee shall deliver copies of such executed agreements to Franchisor upon Franchisor's written request.

## **18. DISPUTE RESOLUTION**

**18.1 Choice of Law.** This Agreement shall be governed by the laws of the State of

**18.2 Internal Dispute Resolution.** Franchisee must first bring any claim or dispute between Franchisee and Franchisor to an officer of Franchisor's President and/or Chief Executive Officer, after providing notice as set forth in Section 18.6 below, and both parties shall attempt in good faith to resolve such a claim or dispute. Franchisee must exhaust this internal dispute resolution procedure before Franchisee may bring Franchisee's dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

~~18.3 — **Mediation.** — At Franchisor's option, all claims or disputes between Franchisee and Franchisor or its affiliates arising out of, or in any way relating to, this Agreement or any other agreement by and between Franchisee and Franchisor or its affiliates, or any of the parties' respective rights and obligations arising from such agreement, which are not first resolved through the internal dispute resolution procedure set forth in Section 18.2 above, must be submitted first to non-binding mediation, in or near Scottsdale, Arizona, or the city where Franchisor's headquarters is then located, under the auspices of the American Arbitration Association ("AAA"), in accordance with the AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, Franchisee must submit a notice to Franchisor, which specifies, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period of thirty (30) days following receipt of such notice within which to notify Franchisee as to whether Franchisor or its affiliates elects to exercise its option to submit such claim or dispute to mediation. Franchisee may not commence any action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor's rights to mediation, as set forth herein, may be specifically enforced by Franchisor. Each party shall bear its own cost of mediation and Franchisor and Franchisee shall share mediation costs equally. This agreement to mediate shall survive any termination or expiration of this Agreement.~~

~~18.3.1 — The parties~~ **18.3 Arbitration.** Any dispute arising out of or relating to this Agreement, or in respect of the legal relationship arising from or associated with this Agreement, shall be referred to and finally resolved by arbitration administered by the American Arbitration Association ("AAA") in accordance with its then current Commercial Arbitration Rules in effect at the time of the dispute. The arbitration will be heard and determined by a single arbitrator, who shall have the exclusive authority to resolve all issues, including any issue relating to the arbitrability of the dispute, and all arbitrable disputes shall be resolved on an individual basis, and not on class-wide basis or consolidated with another dispute. The parties will attempt to mutually nominate an arbitrator, but if they are unable to agree on a single arbitrator within thirty (30) days after the first request to select an arbitrator by either Franchisor or Franchisee is made, then an arbitrator will be appointed by the AAA. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The language of the arbitration will be English. The decision of the arbitrator shall be final and binding on the parties. This agreement to arbitrate will survive the expiration or termination of this Agreement and will remain in full force and effect indefinitely thereafter. If either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party by default or otherwise notwithstanding such failure to appear. The exclusive venue for any dispute shall be Scottsdale, Arizona, or the city where Franchisor's

headquarters is then-located. Notwithstanding the foregoing, Franchisor shall not be required to ~~first attempt to mediate~~ submit a controversy, dispute, or claim ~~through mediation~~ to arbitration as set forth in this Section 18.3 if such controversy, dispute, or claim concerns (a) past-due amounts owed to Franchisor under the Franchise Agreement or (b) an allegation that a party Franchisee or any of its employees, agents, officers, managers or owners has violated (or threatens to violate, or poses an imminent risk of violating):

~~18.3.1.1 Any (i) any~~ federally protected intellectual property rights in the Proprietary Marks, the System, or in any Confidential Information; ~~Any claims regarding past due amounts owed to Franchisor under the Franchise Agreement;~~

~~18.3.1.2 Any claims pertaining to or arising out of (ii) any warranty issue; or~~

~~18.3.1.3 Any~~ of the restrictive covenants contained in, or otherwise entered into in connection with, this Agreement.

~~18.4 — Selection of Venue. The parties expressly agree to the jurisdiction and venue of any court of general jurisdiction in Scottsdale, Arizona, or the city where Franchisor's headquarters is then located and the jurisdiction and venue of the United States District Court where Franchisor's headquarters it then located. Franchisee acknowledges that this Agreement has been entered into in the State of Arizona, and that Franchisee is to receive valuable and continuing services emanating from Franchisor's business operations in Scottsdale, Arizona, or in the city where Franchisor's headquarters is currently located. In recognition of such services and their origin, Franchisee hereby irrevocably consents to the personal jurisdiction of the state and federal courts set forth above. Nothing contained in this Agreement shall prevent Franchisor from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect Franchisor's interests.~~

**18.4 No Class Actions.** Franchisor and Franchisee agree that any permitted litigation shall be conducted on an individual, not a class-wide basis, and that a judicial or arbitration proceeding between Franchisor and any Franchisor Related Parties, on the one hand, and Franchisee, on the other hand, may not be consolidated or otherwise joined with any other judicial or arbitration proceeding between Franchisor and any other person or entity. To the extent permitted by applicable law, no issue of fact or law shall be given preclusive or collateral estoppel effect in any proceedings hereunder, except to the extent such issue may have been determined in another proceeding between Franchisee and Franchisor or any person in privity with or claiming through, in the right of or on behalf of Franchisee or Franchisor.

**18.5 Third Party Beneficiaries.** Franchisor's affiliates and the respective officers, directors, shareholders, members, managers, agents and/or employees of Franchisor and its affiliates (collectively, "Franchisor Related Parties") are express third party beneficiaries of the provisions of this Agreement, including the ~~mediation~~ arbitration provision set forth in this Section 18, each having authority to specifically enforce the right to ~~mediate~~ arbitrate claims asserted against such person(s) by Franchisee.

**18.6 Prior Notice of Claims.** As a condition precedent to commencing an action for damages or for violation or breach of this Agreement, Franchisee must notify Franchisor within thirty (30) days after the occurrence of the violation or breach, and failure to timely give such notice

shall preclude any claim for damages.

**18.7 No Right to Offset.** Franchisee shall not withhold all or any part of any payment to Franchisor or any of its affiliates on the grounds of Franchisor's alleged nonperformance or as an offset against any amount Franchisor or any of Franchisor's affiliates allegedly may owe Franchisee under this Agreement or any related agreements.

**18.8 Injunctive Relief.** Nothing contained in this Agreement shall prevent Franchisor from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect Franchisor's interests. Without limiting the foregoing, nothing in this Agreement shall prevent Franchisor from seeking to obtain injunctive relief, without posting a bond, against threatened conduct that will cause Franchisor loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary and permanent injunctions. If injunctive relief is granted, Franchisee's only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, Franchisee expressly waives all claims for damages Franchisee incurred as a result of the wrongful issuance.

**18.9 Limitation of Action.** Franchisee further agrees that no cause of action arising out of or under this Agreement may be maintained by Franchisee against Franchisor unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one (1) year after the Franchisee becomes or reasonably should have become aware of facts or circumstances reasonably indicating that Franchisee may have a claim against Franchisor hereunder, whichever occurs ~~sooner~~later, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set-off.

18.9.1 Franchisee hereby waives the right to obtain any remedy based on alleged fraud, misrepresentation, or deceit by Franchisor, including, without limitation, rescission of this Agreement, in any ~~mediation~~arbitration, judicial, or other adjudicatory proceeding arising hereunder, except upon a ground expressly provided in this Agreement, or pursuant to any right expressly granted by any applicable statute expressly regulating the sale of franchises, or any regulation or rules promulgated thereunder.

**18.10 Waiver of Punitive Damages.** Franchisee hereby waives, to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against Franchisor arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, Franchisee's recovery is limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.

~~18.11~~

**18.11 Selection of Venue.** Without limiting the obligations of the parties to resolve disputes by arbitration pursuant to Section 18.3 above, the parties expressly agree to the jurisdiction and venue of any court of general jurisdiction in Scottsdale, Arizona, or the city where Franchisor's headquarters is then-located and the jurisdiction and venue of the United States District Court where Franchisor's headquarters is then-located. Franchisee acknowledges that this Agreement has been entered into in the State of Arizona, and that Franchisee is to receive valuable and continuing

services emanating from Franchisor's business operations in Scottsdale, Arizona, or in the city where Franchisor's headquarters is currently located. In recognition of such services and their origin, Franchisee hereby irrevocably consents to the personal jurisdiction of the state and federal courts set forth above.

**18.12 Waive Trial by Jury.** THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, OPERATION OF THE CASAGO BUSINESS AND/OR FRANCHISEE'S PURCHASE FROM FRANCHISOR OF THE FRANCHISE AND/OR ANY PRODUCTS OR SERVICES. THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE SALE OF THE CASAGO BUSINESS, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN FRANCHISEE, ~~FRANCHISEE'S GUARANTORS~~ AND FRANCHISOR OR ~~ITS AFFILIATES/OFFICERS/EMPLOYEES~~ A FRANCHISOR RELATED PARTY MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD PARTY.

## 19. REPRESENTATIONS

**19.1 No Authority.** NO SALESPERSON, REPRESENTATIVE OR OTHER PERSON HAS THE AUTHORITY TO BIND OR OBLIGATE FRANCHISOR EXCEPT FRANCHISOR'S AUTHORIZED OFFICER BY A WRITTEN DOCUMENT. FRANCHISEE ACKNOWLEDGES THAT NO REPRESENTATIONS, PROMISES, INDUCEMENTS, GUARANTEES OR WARRANTIES OF ANY KIND WERE MADE BY FRANCHISOR OR ON FRANCHISOR'S BEHALF WHICH HAVE LED FRANCHISEE TO ENTER INTO THIS AGREEMENT. FRANCHISEE UNDERSTANDS THAT WHETHER FRANCHISEE SUCCEEDS AS A FRANCHISEE IS DEPENDENT UPON FRANCHISEE'S EFFORTS, BUSINESS JUDGMENTS, THE PERFORMANCE OF FRANCHISEE'S EMPLOYEES, MARKET CONDITIONS AND VARIABLE FACTORS BEYOND FRANCHISOR'S CONTROL OR INFLUENCE. FRANCHISEE FURTHER UNDERSTANDS THAT SOME FRANCHISEES ARE MORE OR LESS SUCCESSFUL THAN OTHER FRANCHISEES AND THAT FRANCHISOR HAS MADE NO REPRESENTATION THAT FRANCHISEE WILL DO AS WELL AS ANY OTHER FRANCHISEE.

**19.2 Opportunity for Review by Franchisee's Advisors.** FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR HAS RECOMMENDED, AND THAT FRANCHISEE HAS HAD THE OPPORTUNITY TO OBTAIN, REVIEW OF THIS AGREEMENT AND FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT BY FRANCHISEE'S LAWYER, ACCOUNTANT OR OTHER BUSINESS ADVISOR PRIOR TO EXECUTION.

**19.3 Execution of Agreement.** EACH OF THE UNDERSIGNED PARTIES WARRANTS THAT IT HAS THE FULL AUTHORITY TO SIGN AND EXECUTE THIS AGREEMENT. ~~IF FRANCHISEE IS A PARTNERSHIP, CORPORATION OR LIMITED LIABILITY COMPANY, THE PERSON EXECUTING THIS AGREEMENT ON BEHALF OF SUCH PARTNERSHIP, CORPORATION OR LIMITED LIABILITY COMPANY WARRANTS TO FRANCHISOR, BOTH INDIVIDUALLY AND IN HIS OR HER CAPACITY AS PARTNER OR~~

~~OFFICER, THAT ALL OF THE PARTNERS OF THE PARTNERSHIP, ALL OF THE SHAREHOLDERS OF THE CORPORATION OR ALL OF THE MEMBERS/MANAGERS OF THE LIMITED LIABILITY COMPANY, AS APPLICABLE, HAVE READ AND APPROVED THIS AGREEMENT, INCLUDING ANY RESTRICTIONS WHICH THIS AGREEMENT PLACES UPON RIGHTS TO TRANSFER INTERESTS IN THE PARTNERSHIP, CORPORATION OR LIMITED LIABILITY COMPANY.~~

**20. GUARANTY**

If Franchisee is a corporation, ~~or subsequent to execution hereof, Franchisee assigns this Agreement to a corporation, all shareholders of Franchisee's outstanding shares (or if Franchisee is a partnership, or subsequent to execution hereof, Franchisee assigns this Agreement to a partnership, all partners, or if Franchisee is a partnership, limited partnership, limited liability company, or subsequent to execution hereof any other type of entity, Franchisee assigns this Agreement to a limited liability company, all members and managers ) hereby personally and unconditionally guarantee without notice, demand, or presentment, the payment~~represents and warrants to Franchisor that it has provided and will provide Franchisor with complete and accurate records of all of Franchisee's monetary obligations under this Agreement, and any other agreement between Franchisee and Franchisor and/or Franchisor's affiliates, as if each were an original party to this or any other agreement in his or her individual capacity. All such personal guarantors further agree to be bound by the restrictions of Franchisee's activities upon transfer, termination, or expiration and nonrenewal of this Agreement as if each were an original party to this Agreement in his or her individual capacity. All such personal guarantors ownership structure, including the identity and percentages of ownership of all management personnel and direct and indirect equity holders. As a condition of Franchisor entering into this Agreement, the owners or other persons or entities identified as "Guarantors" on the Data Sheet must execute a continuing personal-guarantee in the form attached hereto as Exhibit A. Franchisor shall have the right to require Franchisee to procure such executed guaranty from any future direct or indirect equity holder or other financing source of Franchisee.

**21. NOTICES**

All notices and requests to be given under this Agreement are to be in writing, and delivered by either certified mail, or via a recognized courier service offering a delivery receipt (e.g., UPS or FedEx), to the following addresses (which may be changed by written notice):

Franchisee: \_\_\_\_\_ The "Franchisee Notice Address"  
set forth on the Data Sheet.

\_\_\_\_\_  
\_\_\_\_\_  
Franchisor: Casago International LLC

15475 North Greenway Hayden Road, Suite B2

Scottsdale, Arizona 85260  
Attn: General Counsel

~~With a copy to: C. David Martinez, Esq.  
Law Offices of C. David Martinez, PLLC  
2450 S. Gilbert Rd., Ste. 100  
Chandler, AZ 85286~~

## 22. MISCELLANEOUS

**22.1 Entire Agreement.** This Agreement, together with the ancillary documents expressly referenced herein, contains the entire Agreement of the parties. There are no representations, either oral or written, except those contained in this Agreement and the ancillary documents expressly referenced herein. This written Agreement includes all representations between the parties. This Agreement may not be modified except by a written document signed by ~~both parties~~ Franchisor's Chief Executive Officer or President and an authorized representative of Franchisee. Nothing in the Agreement is intended to disclaim the representations made in the franchise disclosure document that was furnished to Franchisee.

**22.2 Construction of Language.** The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either party. All words in this Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as Franchisee, their obligations and liabilities shall be joint and several. Headings are for reference purposes and do not control interpretation. Reference to "immediate family" means spouse, parents, children and siblings and spouse's parents, children and siblings. Reference to Franchisee's "principals" means Franchisee's partners, officers, directors, shareholders, members and managers, as applicable. References to "Franchisor" and "Franchisee" include the party's successors, assigns or transferees.

**22.3 Severability.** If any provision of this Agreement is deemed invalid or inoperative for any reason, that provision shall be deemed modified to the extent necessary to make it valid and operative or, if it cannot be so modified, it shall then be severed, and the remainder of that provision shall continue in full force and effect as if this Agreement had been signed with the invalid portion so modified or eliminated; provided, however, that if any part of this Agreement relating to payments to Franchisor or any of its affiliates, or protection of the Proprietary Marks or the Confidential Information, including the Operations Manual and Franchisor's other trade secrets, is declared invalid or unenforceable, then Franchisor at Franchisor's option may terminate this Agreement immediately upon written notice to Franchisee.

**22.4 State Law Applies.** If any provision of this Agreement, including but not limited to its provisions for transfer, renewal, termination, notice of termination, or cure rights, is inconsistent with any valid law or regulation of the state in which Franchisee's Casago Business is located, then the valid law or regulation of that state applicable to the franchise shall supersede any provision of this Agreement that is less favorable to Franchisee.

**22.5 Additional Documentation.** Franchisee must from time to time, subsequent to the date first set forth above, at Franchisor's request and without further consideration, execute and deliver such other documentation or agreement and take such other action as Franchisor reasonably

may require in order to effectuate the transactions contemplated herein. In the event that Franchisee fails to comply with the provisions of this Section, Franchisee hereby appoints Franchisor as Franchisee's attorney-in-fact to execute all such documents on Franchisee's behalf.

~~22.6 — **Force Majeure.** Neither Franchisee, Franchisor, nor Franchisor's affiliates will be liable for loss or damage or deemed to be in breach of this Agreement or any related agreement if its failure to perform its obligations is not the fault nor within the reasonable control of the person due to perform but results from, without limitation, fire, flood, natural disasters, acts of God, pandemics, governmental acts or orders, or civil disorders. Any delay resulting from any such cause will extend the time of performance for the period of such delay or for such other reasonable period of time as the parties agree in writing or will excuse performance, in whole or in part, as Franchisor deems reasonable.~~

~~22.7~~

**22.6 Anti-Terrorist Activities.** Franchisee certifies that neither Franchisee, nor Franchisee's owners, principals, employees nor anyone associated with Franchisee is listed in the Annex to Executive Order 13224 (the "Annex"). Franchisee agrees not to hire or have any dealings with a person listed in the Annex. Franchisee certifies that Franchisee has no knowledge or information that, if generally known, would result in Franchisee, Franchisee's owners, principals, employees, or anyone associated with Franchisee being listed in the Annex. Franchisee agrees to comply with and/or assist Franchisor to the fullest extent possible in Franchisor's efforts to comply with the Anti-Terrorism Laws (as defined below). In connection with such compliance, Franchisee certifies, represents, and warrants that none of Franchisee's property or interests are subject to being "blocked" under any of the Anti-Terrorism Laws and that Franchisee and Franchisee's ~~owners or~~ principals are not otherwise in violation of any of the Anti-Terrorism Laws. Franchisee is solely responsible for ascertaining what actions must be taken by Franchisee to comply with all such Anti-Terrorism Laws, and Franchisee specifically acknowledges and agrees that Franchisee's indemnification responsibilities as provided in Section 13.2 of this Agreement pertain to Franchisee's obligations under this Section ~~22.7~~**22.6**. Any misrepresentation by Franchisee under this Section or any violation of the Anti-Terrorism Laws by Franchisee, Franchisee's ~~owners,~~ principals or employees shall constitute grounds for immediate termination of this Agreement and any other agreement Franchisee has entered into with Franchisor or one of Franchisor's affiliates in accordance with the terms of Section 15.2.19 of this Agreement. As used herein, "Anti-Terrorism Laws" means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies lists and any other requirements of any Governmental Authority (including without limitation, the United States Department of Treasury Office of Foreign Assets Control) addressing or in any way relating to terrorist acts or acts of war.

~~22.8~~**22.7 Attorneys' Fees.** If Franchisee is in breach or default of any monetary or non-monetary ~~material~~ obligation under this Agreement or any related agreement between Franchisee and Franchisor and/or Franchisor's affiliates, and Franchisor engages an attorney to enforce Franchisor's rights (whether or not formal judicial proceedings are initiated), Franchisee must pay all reasonable attorneys' fees, court costs and litigation expenses Franchisor incurs, which obligation shall give rise to and remain, until paid in full, a lien in favor of Franchisor against any and all of Franchisee's personal property, furnishings, equipment, signs, fixtures and inventory related to the operation of the Casago Business. If Franchisee institutes any legal action to interpret

or enforce the terms of this Agreement, and Franchisee's claim in such action is denied or the action is dismissed, Franchisor is entitled to recover Franchisor's reasonable attorneys' fees, and all other reasonable costs and expenses incurred in defending against same, and to have such an amount awarded as part of the judgment in the proceeding.

## **23. ACKNOWLEDGMENTS**

**23.1 Independent Investigation.** Franchisee acknowledges that Franchisee has conducted an independent investigation of the Casago Business contemplated by this Agreement and recognizes that it involves business risks which make the success of the venture largely dependent upon Franchisee's business abilities and efforts. Franchisee acknowledges that Franchisee has been given the opportunity to clarify any provision of this Agreement that Franchisee may not have initially understood and that Franchisor has advised Franchisee to have this Agreement reviewed by an attorney.

**23.2 No Guarantees or Representations of Earnings.** Franchisee understands that Franchisor and any of Franchisor's representatives and/or agents with whom Franchisee has met have not made and are not making any guarantees or representations as to the extent of Franchisee's success in operating a Casago Business, and have not and are not in any way representing or promising any specific amounts of earnings or profits associated with Franchisee's operation of the Casago Business.

**23.3 Receipt of Disclosure Document.** Franchisee acknowledges that this Agreement and Franchisor's Franchise Disclosure Document, or "FDD", have been in Franchisee's possession for at least fourteen (14) days before Franchisee signed this Agreement and before Franchisee's payment of any monies to Franchisor, refundable or otherwise, and that any material changes to this Agreement were memorialized in writing in this Agreement for at least seven (7) days before Franchisee signed this Agreement.

**23.4 No Personal Liability.** Franchisee agrees that fulfillment of any and all of Franchisor's obligations written in this Agreement or based on any oral communications which may be ruled to be binding in a court of law shall be Franchisor's sole responsibility and none of Franchisor's agents, representatives, nor any individuals associated with Franchisor's franchise company shall be personally liable to Franchisee for any reason. Franchisee agrees that nothing that Franchisee believes Franchisee has been told by Franchisor or Franchisor's representatives shall be binding unless it is written in this Agreement. This is an important part of this Agreement. Do not sign this Agreement if there is any question concerning its contents or any representations made.

[Signature Page Follows]

**IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED EFFECTIVE THE DATE FIRST SET FORTH ABOVE.**

**FRANCHISEE:**

\_\_\_\_\_  
(Individual, Partnership or Corporation Name)

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

\_\_\_\_\_

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

| **By:** \_\_\_\_\_

| **Title:** \_\_\_\_\_

| **PERSONAL GUARANTORS**

\_\_\_\_\_

| **FRANCHISOR:**

**CASAGO INTERNATIONAL LLC**

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

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

**EXHIBIT A**  
**to**  
**CASAGO INTERNATIONAL LLC**  
**FRANCHISE AGREEMENT**

**GUARANTY**  
**PERSONAL**

**GUARANTY**

## ~~PERSONAL GUARANTY~~

~~NOTE: IF FRANCHISEE IS A CORPORATION, EACH OF FRANCHISEE'S SHAREHOLDERS MUST EXECUTE THE FOLLOWING UNDERTAKING. IF FRANCHISEE IS A PARTNERSHIP, EACH OF FRANCHISEE'S PARTNERS MUST EXECUTE THE FOLLOWING UNDERTAKING. IF FRANCHISEE IS A LIMITED LIABILITY COMPANY, EACH OF FRANCHISEE'S MEMBERS AND MANAGERS MUST EXECUTE THE FOLLOWING UNDERTAKING.~~

## ~~ARTICLE I PERSONAL GUARANTY~~

~~The~~  
This Guaranty ("Guaranty") is executed by the undersigned persons (individually and collectively referred to as the "Guarantors" and each individually referred to as a "Guarantor" or "you") hereby represent in order to induce Casago International LLC ("Franchisor" or "Casago") to enter into that you are all of the shareholders of certain Franchise Agreement (the "Franchise Agreement") by and between Franchisor and \_\_\_\_\_ ("Franchisee"), or all of the partners of Franchisee, or all of the members and managers of Franchisee, as the case may be. In consideration of the grant by Franchisor to the Franchisee as herein provided, each you. The Guarantors hereby covenant and agree, in consideration of benefits received as follows:

## ARTICLE I PAYMENT AND PERFORMANCE GUARANTY

1) Guarantee of Payment and to be received by each of you, Performance. The Guarantors jointly and, severally, and for yourselves, your heirs, legal representatives and assigns, to be firmly bound by all of the terms, provisions and conditions of the foregoing Casago International LLC franchise agreement (the "Franchise Agreement"), and any other agreement between Franchisee and unconditionally guarantee to Franchisor and/or its affiliates, and do hereby unconditionally guarantee the full payment and timely performance by Franchisee of each and every obligation of Franchisee under the aforesaid Franchise Agreement or other agreement between Franchisor and Franchisee, including, without limitation, any indebtedness of Franchisee arising under or by virtue of the aforesaid Franchise Agreement and that you (jointly and severally) will not permit or cause any change in the percentage of Franchisee owned, directly or indirectly, by any person, without first obtaining the written consent of Franchisor prior to said proposed transfer, which consent must not be unreasonably withheld, and without first paying or causing to be paid to Franchisor the transfer fee provided for in said when due, whether by acceleration or otherwise, of all obligations, indebtedness and liabilities of Franchisee to Franchisor, direct or indirect, absolute or contingent, of every kind and nature, whether now existing or incurred from time to time hereafter, whether incurred pursuant to the Franchise Agreement, if applicable, and without or otherwise complying, together with the transfer provisions of the foregoing Franchise Agreement. You agree to be bound by the dispute resolution procedures set forth in the Franchise Agreement. You further agree to be bound by the in term and post term covenants against competition of the aforesaid Franchise Agreement.

## ~~ARTICLE II~~

## ~~CONFIDENTIALITY~~

~~During the initial and any renewal terms of the Franchise Agreement and this personal guaranty (the "Guaranty"), you will receive information, which Franchisor considers its trade secrets and 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, corporation, or limited liability company any "Confidential Information", as such term is defined in the Franchise Agreement. Any and all information, knowledge, know-how, techniques, and other data, which Franchisor designates as confidential, will be deemed Confidential Information for purposes of this Guaranty.~~

## ~~ARTICLE III NON-COMPETITION~~

~~You acknowledge that as a participant in the Franchisor's franchise System, you will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures and techniques which Franchisor has developed. Therefore to protect Franchisor and all Franchisor's franchisees, you agree as follows:~~

~~1) **During the Term of the Franchise Agreement and this Guaranty.** During the term of the Franchise Agreement and this Guaranty, neither you, nor your principals, officers, or directors, nor any members of your immediate family or the immediate family of your principals, officers, or directors may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:~~

~~a) Own, maintain, engage in, be employed by, lend money to, extend credit to or have any interest in in any business providing property rental or management services, or any other business offering products and services offered or authorized for sale by System franchisees (a "Competing Business"); provided, however, that this Section does not apply to your operation of any other Casago Business under the Casago Proprietary Marks and System; and~~

~~b) Divert or attempt to divert any business or customer or prospect of the Casago Business to any Competing Business, 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 or the System.~~

~~2) **After the Term of This Agreement.**~~

~~a) For a period of two (2) years after the expiration and nonrenewal, transfer or termination of the Franchise Agreement, regardless of the cause, neither you, your officers, directors, or principals, nor any member of your immediate family or the immediate family of your officers, directors, or principals may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation enter into any business competing in whole or in part with Franchisor in granting franchises or licenses to operate a Competing Business at the time the Franchise Agreement is terminated or otherwise expires and is not renewed.~~

~~b) For a period of two (2) years after the expiration, transfer or termination of the Franchise Agreement, regardless of the cause, neither you, your officers, directors, or principals, nor any member of your immediate family or the immediate family of your officers, directors, or principals may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:~~

~~(i) Own, maintain, engage in, be employed by, or have any interest in any Competing Business at the time of termination or expiration and nonrenewal (i) at the Casago Business; (ii) within the territory (the "Territory"); or (iii) within a radius of twenty (20) miles of the perimeter of (a) the Territory being granted hereunder or (b) any other territory licensed by Franchisor as of the date of expiration or termination of this Agreement; or~~

~~(ii) Interfere with our business relationships or with anyone or any entity with which we have a business relationship.~~

~~3) **Intent and Enforcement.** It is the parties' intent that the provisions of this Article III be judicially enforced to the fullest extent permissible under applicable law. Accordingly, the parties agree that any reduction in scope or modification of any part of the noncompetition provisions contained herein shall not render any other part unenforceable. In the event of the actual or threatened breach of this Article III by you, any of your principals, or any members of their immediate family, Franchisor shall be entitled to an injunction restraining such person from any such actual or threatened breach. You agree that in the event of the actual or threatened breach of this Article III, Franchisor's harm will be irreparable and that Franchisor has no adequate remedy at law to prevent such harm. You acknowledge and agree that you have previously worked or been gainfully employed in other careers and that the provisions of this Article III in no way prevents you from earning a living. You further acknowledge and agree that the time limitation of this Article III shall be tolled during any default under the Franchise Agreement and this Guaranty.~~

any extension, renewal or modification thereof in whole or in part (the “Guaranteed Liabilities”), and agree that if any of the Guaranteed Liabilities is not so paid or performed by Franchisee when due, the Guarantors will immediately do so. The Guarantors further agree to pay all expenses (including reasonable attorneys’ fees) paid or incurred by Franchisor in endeavoring to enforce this Guaranty or the payment of any Guaranteed Liabilities.

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

3) **Term; No Waiver.** This Guarantee is irrevocable, absolute and unconditional and remains in full force and effect as to each of the Guarantors until such time as all Guaranteed Liabilities have been paid and satisfied in full. No delay or failure on the part of Franchisor in the exercise of any right or remedy operates as a waiver thereof, and no single or partial exercise by Franchisor of any right or remedy precludes other further exercise of such right or any other right or remedy.

## **ARTICLE ~~IV~~<sup>VII</sup> MISCELLANEOUS**

~~1) 1) **Acknowledgment.** You acknowledge that this Guaranty is not a franchise agreement and does not confer upon you any rights to use the Franchisor’s Proprietary Marks or its System.~~

~~2) —~~

~~2) **Governing Law.** This Guaranty shall be deemed to have been made in and governed by the laws of the State of ~~Arizona~~.~~

~~3) **Internal Dispute Resolution.** You must first bring any claim or dispute arising out of or relating to the Franchise Agreement or this Guaranty to Franchisor’s Chief Executive Officer and/or President. You agree to exhaust this internal dispute resolution procedure before bringing any dispute before a third party. This agreement to engage in internal dispute resolution first shall survive the termination or expiration of this Guaranty.~~

~~4) **Mediation.** At Franchisor’s option, all claims or disputes between you and Franchisor arising out of, or in any way relating to, this Guaranty or the Franchise Agreement or any other agreement by and between you and the Franchisor, or any of the parties’ respective rights and obligations arising from such agreements, must be submitted first to non-binding mediation, in Scottsdale, Arizona, or in the city where Franchisor’s headquarters is then located, under the auspices of the American Arbitration Association (“AAA”), in accordance with the AAA’s Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute,~~

~~you must submit a notice to Franchisor, which specifies, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period of thirty (30) days following receipt of such notice within which to notify you as to whether Franchisor or its affiliates elects to exercise its option to submit such claim or dispute to mediation. You may not commence any action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor's rights to mediation, as set forth herein, may be specifically enforced by Franchisor. Each party shall bear its own cost of mediation and the parties shall share the cost of mediator. This agreement to mediate at our option shall survive the termination or expiration of the Franchise Agreement.~~

~~a) The parties shall not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth in this Section 4 if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating):~~

~~(i) Any federally protected intellectual property rights in the Proprietary Marks, the System, or in any Confidential Information;~~

~~(ii) Any claims arising out of or pertaining to any warranty issued; or~~

~~(iii) Any of the restrictive covenants contained in this agreement.~~

~~5) **Third Party Beneficiaries.** Franchisor's officers, directors, shareholders, agents and/or employees are express third party beneficiaries of the Franchise Agreement and this Guaranty, and the mediation provisions contained herein, each having authority to specifically enforce the right to mediate and arbitrate claims asserted against such person(s) by you Delaware.~~

~~6) **3) Injunctive Relief.** Nothing contained in this Guaranty shall prevent Franchisor from applying to or obtaining from any court having jurisdiction, without bond, a writ of attachment, temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect Franchisor's interests ~~prior to the filing of any mediation proceeding or pending the trial or handing down of a decision or award pursuant to any mediation or judicial proceeding conducted hereunder.~~~~

~~7) **4) Jurisdiction and Venue.** ~~With respect to any proceeding not subject to mediation, the~~ The parties expressly agree submit to the jurisdiction and venue of any court of general jurisdiction in Scottsdale, Arizona, or in the city where Franchisor's headquarters is then-located, and the jurisdiction and venue of the United States District Court where Franchisor's headquarters is then-located.~~

~~8) **5) Jury Trial Waiver.** THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS ~~PERSONAL GUARANTY OR THE FRANCHISE AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR YOUR PURCHASE FROM FRANCHISOR OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES.~~~~

~~9) **Waiver of Punitive Damages.** You waive, to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) which you may have against us arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, your recovery shall be limited to actual damages. If any other term of this Personal Guaranty is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.~~

~~10) **Limitation on Action.** You agree that no cause of action arising out of or under this Guaranty or the Franchise Agreement may be maintained by you unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one (1) year after you become aware of facts or circumstances reasonably indicating that you may have a claim against the Franchisor, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense or set-off.~~

~~11) **6) Attorneys' Fees.** If either party Franchisor institutes any ~~mediation action or~~ judicial proceeding to enforce any monetary or nonmonetary obligation or interpret the terms of this Guaranty ~~and the Franchise Agreement~~, and Franchisor prevails in such action, you shall be liable to Franchisor for all costs, including reasonable attorneys' fees, incurred in connection with such proceeding.~~

~~12) **Nonwaiver.** Franchisor's failure to insist upon strict compliance with any provision of this Guaranty and the Franchise Agreement shall not be a waiver of Franchisor's right to do so, any law, custom, usage or rule to the contrary notwithstanding. Delay or omission by Franchisor respecting any breach or default shall not affect Franchisor's rights respecting any subsequent breaches or defaults.~~ 7) **Cumulative Rights.** All rights and remedies granted in this Guaranty shall be cumulative. Franchisor's election to exercise any remedy available by law or contract shall not be deemed a waiver or preclude exercise of any other remedy.

~~13) **8) Severability.** The parties agree that if any provisions of this Guaranty may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable and the other which would render it valid and enforceable, such provision shall have the meaning which renders it valid and enforceable. The provisions of this Guaranty are severable, and this Guaranty shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and partially valid and enforceable provisions shall be enforced to the extent that they are valid and enforceable. If any material provision of this Guaranty shall be stricken or declared invalid, the parties agree to negotiate mutually acceptable substitute provisions. In the event that the parties are unable to agree upon such provisions, Franchisor reserves the right to terminate this Guaranty.~~

~~14) **9) Construction of Language.** Any term defined in the Franchise Agreement which is not defined in this Guaranty will be ascribed the meaning given to it in the Franchise Agreement.~~ The language of this Guaranty will be construed according to its fair meaning, and not strictly for or against either party. All words in this Guaranty refer to whatever number or gender the context requires. If more than one party or person is referred to as you, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation.

~~15) **Successors.** References to “Franchisor”, “the undersigned,” or “you” include the respective parties’ successors, assigns or transferees.~~

~~16) **No Personal Liability.** You agree that fulfillment of any and all of Franchisor’s obligations written in this Guaranty or in the Franchise Agreement or based on any oral communications which may be ruled to be binding in a Court of Law shall be Franchisor’s sole responsibility and none of Franchisor’s agents, representatives, nor any individuals associated with Franchisor’s franchise company shall be personally liable to Franchisee or you for any reason.~~

~~**PERSONAL GUARANTORS** \_\_\_\_\_~~

\_\_\_\_\_

\_\_\_\_\_

10) **Successors; Counterparts.** This Agreement is binding upon the Guarantors and their respective heirs, executors, successors and assigns, and inures to the benefit of Franchisor and its successors and assigns. This Guaranty may be executed in one or more counterparts.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Guarantors have caused this Guaranty to be duly executed as of the day and year first above written.

**GUARANTORS:**

\_\_\_\_\_  
(Individual, Partnership or Corporation Name)

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

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

\_\_\_\_\_  
(Individual, Partnership or Corporation Name)

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

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

\_\_\_\_\_  
(Individual, Partnership or Corporation Name)

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

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

**EXHIBIT B**  
**to**  
**CASAGO INTERNATIONAL LLC**  
**FRANCHISE AGREEMENT**

**CONDITIONAL ASSIGNMENT OF FRANCHISEE'S TELEPHONE NUMBERS,  
FACSIMILE NUMBERS ~~AND~~, DOMAIN NAMES AND EMAIL ACCOUNTS**

**CONDITIONAL ASSIGNMENT OF FRANCHISEE'S TELEPHONE NUMBERS,  
FACSIMILE NUMBERS ~~AND~~, DOMAIN NAMES AND EMAIL ACCOUNTS**

1. \_\_\_\_\_ (“Assignor”), in exchange for valuable consideration provided by Casago International LLC (“Assignee”), receipt of which is hereby acknowledged, hereby conditionally assigns to Assignee all telephone numbers, facsimile numbers, email accounts, and domain names, as well as any listings associated therewith, utilized by Assignor in the operation of its Casago Business (the “Assigned Property”). The Assigned Property includes the following:

Telephone Number(s): \_\_\_\_\_

Facsimile Number(s): \_\_\_\_\_

Domain Name(s) (as permitted by Franchisor under the Franchise Agreement):  
\_\_\_\_\_  
\_\_\_\_\_

Email Account(s): \_\_\_\_\_

Assignor shall promptly update Assignee upon adding any new telephone number, facsimile number, email account, or domain name.

2. The conditional agreement will become effective automatically upon termination or expiration of Assignor’s franchise agreement. Upon the occurrence of that condition, Assignor must do all things required by the telephone company, domain name registrar, email provider, or other applicable entity to assure the effectiveness of the assignment of Assigned Property as if the Assignee had been originally issued such Assigned Property and the usage thereof.

3. Assignor agrees to pay the telephone company, domain name registrar, email provider, and/or other applicable entity, on or before the effective date of assignment, all amounts owed for the use of the Assigned Property up to the date this Assignment becomes effective. Assignor further agrees to indemnify Assignee for any sums Assignee must pay to effectuate this Assignment, and agrees to fully cooperate with the telephone company, domain name registrar, email provider, and/or any other applicable entity, as well as the Assignee, in effectuating this assignment.

**ASSIGNOR:**

BY: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

**ASSIGNEE:**

**CASAGO INTERNATIONAL LLC**

BY: \_\_\_\_\_

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

TITLE: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT C**  
**to**  
**CASAGO INTERNATIONAL LLC**  
**FRANCHISE AGREEMENT**

**CONFIDENTIALITY ~~AND RESTRICTIVE COVENANT~~ AGREEMENT**

## CONFIDENTIALITY AGREEMENT

~~(for trained employees, shareholders, officers, directors,  
general partners, members and managers and Designated Manager of Franchisee)~~

In consideration of my being a \_\_\_\_\_ of \_\_\_\_\_ (the "Franchisee"), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that, pursuant to that certain Franchise Agreement (the "Franchise Agreement"), Franchisee has acquired the right from Casago International LLC (the "Company") to establish and operate a franchised business (the "Casago Business") and the right to use in the operation of the Casago Business the Company's trade names, trademarks and service marks (the "Proprietary Marks") and the Company's unique and distinctive format and system relating to the establishment and operation of Casago Businesses (the "System"), as they may be changed, improved and further developed from time to time in the Company's sole discretion.

1. The Company possesses certain proprietary and confidential information relating to the operation of the System, which includes but is not limited to information regarding the set-up of a Casago Business; information about proprietary ~~merchandise~~ products and services; any proprietary software ~~we~~ the Company may now or in the future create; ~~our~~ the Company's Operations Manual; trade secrets; price marketing mixes related to the sale of goods or services offered or authorized for sale by System franchisees; cleaner recruitment strategy; standards and specifications for cleaning and customer service; systems and training manuals; compensation systems; marketing strategies; online social marketing systems; ~~merchandise~~ sales systems; sales training; location identification and acquisition; ongoing training; general operations; ~~our~~ the Company's copyrighted materials; and methods and other techniques and know-how concerning the of operation of the Casago Business which may be communicated to ~~you~~ me or of which ~~you~~ I may be apprised or have access to by virtue of ~~your operation of any association with Franchisee and the~~ Casago Business (collectively, the "Confidential Information").

2. Any and all information, knowledge, know-how, and techniques which the Company specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Agreement.

3. ~~The Company and Franchisee~~ I will ~~disclose~~ have access to the Confidential Information ~~to me in furnishing to me the training program and subsequent ongoing training, the Casago Franchising LLC~~ by virtue of my association with Franchisee and the Casago Business, which may include, without limitation, through any initial or ongoing training in which I participate, by having access to the Company's Operations Manual, and other general ~~through any~~ assistance or communication that Franchisee may receive from the Company during the term of ~~this~~ the Franchise Agreement.

4. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Casago Business during the term hereof, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

5. The Confidential Information is proprietary, involves trade secrets of the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by the Company as confidential. Unless the Company otherwise agrees in writing, I will disclose and/or use the Confidential

Information only in connection with my duties with the Franchisee, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach or my obligations hereunder or of an obligation of Franchisee under the Franchise Agreement.

~~6. Except as otherwise approved in writing by the Company, I shall not, while in my position with the Franchisee, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or limited liability company, own~~

6. The Company, and its successors and assigns, are third-party beneficiaries of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Company irreparable harm; therefore, I acknowledge and agree that the Company may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay the Company all the costs the Company incurs including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and the Company, any claim I may assert against the Franchisee or the Company is a separate matter and does not entitle me to violate, or justify any violation of, this Agreement.

7. This Confidentiality Agreement shall be construed under the laws of the State of Delaware. The only way this Agreement can be changed is in a writing expressly identified as an amendment to this Agreement and signed by a duly authorized officer of the Company. I will not assign or delegate any rights or obligations under this Agreement without the Company's prior written consent and any attempt without such consent is void.

8. This Agreement will survive any termination or expiration of the Franchise Agreement and will be binding on me, and my heirs, successors and permitted assigns in perpetuity. This Agreement inures to the benefit of the Company and its successors and assigns.

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

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

Title/Position: \_\_\_\_\_

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

**ACKNOWLEDGED BY FRANCHISEE**

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

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

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

EXHIBIT D  
to  
CASAGO INTERNATIONAL LLC  
FRANCHISE AGREEMENT

**EXHIBIT D-1**  
**ELECTRONIC FUNDS WITHDRAWAL AUTHORIZATION**

Bank Name : \_\_\_\_\_

ABA# : \_\_\_\_\_

Acct. No. : \_\_\_\_\_

Acct. Name : \_\_\_\_\_

Effective as of the date of the signature below, \_\_\_\_\_ (“Franchisee”) hereby authorizes Casago International LLC (“Company”) or its designee to withdraw funds from the above-referenced bank account, electronically or otherwise, to make the following payments to Company under the Franchise Agreement for the franchise located at \_\_\_\_\_ : (1) all Royalty fees, Marketing Fees, Technology Fees and Booking Channel Fees; (2) all contributions to the Marketing Fund; and (3) any others fees that the Company may impose under the terms of Franchisee’s Franchise Agreement from time to time. Such withdrawals shall occur on a monthly basis, or on such other schedule as Company shall specify in writing. Company is also authorized to deposit funds into the above-referenced account, electronically or otherwise. This authorization shall remain in full force and effect until terminated in writing by Company. Franchisee shall provide Company, in conjunction with this authorization, a voided check from the above-referenced account.

AGREED:

ATTEST: \_\_\_\_\_ FRANCHISEE

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

\_\_\_\_\_ Print name:

\_\_\_\_\_ Its:

**EXHIBIT D-2**  
**ACCOUNTS PAYABLE INFORMATION**

Below is the contact information for Franchisee's accounts payable representative who Franchisor should contact with any payment questions or issues:

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

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

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

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

EXHIBIT E  
to  
CASAGO INTERNATIONAL LLC  
FRANCHISE AGREEMENT  
RESTRICTIVE COVENANTS AGREEMENT

## RESTRICTIVE COVENANTS AGREEMENT

In consideration of my being a \_\_\_\_\_ of \_\_\_\_\_ (the “Franchisee”), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that, pursuant to that certain Franchise Agreement (the “Franchise Agreement”), Franchisee has acquired the right from Casago International LLC (the “Company”) to establish and operate a franchised business (a “Casago Business”) and the right to use in the operation of the Casago Business the Company’s trade names, trademarks and service marks (the “Proprietary Marks”) and the Company’s unique and distinctive format and system relating to the establishment and operation of Casago Businesses (the “System”), as they may be changed, improved and further developed from time to time in the Company’s sole discretion.

1. \_\_\_\_\_ The Company possesses certain proprietary and confidential information relating to the operation of the System, which includes but is not limited to information regarding the set-up of a Casago Business; information about proprietary products and services; any proprietary software the Company may now or in the future create; the Company’s Operations Manual; trade secrets; price marketing mixes related to the sale of goods or services offered or authorized for sale by System franchisees; cleaner recruitment strategy; standards and specifications for cleaning and customer service; systems and training manuals; compensation systems; marketing strategies; online social marketing systems; sales systems; sales training; location identification and acquisition; ongoing training; general operations; the Company’s copyrighted materials; and methods and other techniques and know-how concerning the operation of the Casago Business which may be communicated to me or of which I may be apprised or have access to by virtue of my association with Franchisee and the Casago Business (collectively, the “Confidential Information”).

2. \_\_\_\_\_ Any and all information, knowledge, know-how, and techniques which the Company specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Agreement.

3. \_\_\_\_\_ I will have access to the Confidential Information by virtue of my association with Franchisee and the Casago Business, which may include, without limitation, through any initial or ongoing training in which I participate, by having access to the Company’s Operations Manual, and through any assistance or communication that Franchisee may receive from the Company during the term of the Franchise Agreement.

4. \_\_\_\_\_ I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Casago Business during the term hereof, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

5. \_\_\_\_\_ The Confidential Information is proprietary, involves trade secrets of the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by the Company as confidential. Unless the Company otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties with the Franchisee, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach or my obligations hereunder or of an obligation of Franchisee under the Franchise Agreement.

6. During the term of the Franchise Agreement, including any renewal term, and for so long as I am associated with the Franchisee, I shall not (except as otherwise expressly approved in writing by the Company), directly or indirectly (including, without limitation, through any entity or family member), for myself, or through, on behalf of, or in conjunction with any person or entity:

- (a) Own, maintain, engage in, be employed by, lend money to, extend credit to or have any interest in (i) any business providing property rental or management services, or any other business offering products and services offered or authorized for sale by System franchisees (a "Competing Business") or (ii) any other business which operates that grants franchises or licenses any other to operate a Competing Business, as provided, however, that term is defined in this Section 17.1.1 does not apply to my involvement in any duly authorized operation of the Casago Franchising LLC Franchise Agreement, except Business operating under the System and Proprietary Marks; or
- (b) Divert or attempt to divert any business or customer or prospect of a Casago Business to any Competing Business, 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 or the System.

7. For a period of two (2) years after the expiration and nonrenewal, transfer or termination of the Franchise Agreement, regardless of the cause, or, if sooner, a period of two (2) years after I am no longer associated with the Franchisee, I shall not (except as otherwise expressly approved in writing by the Company), directly or indirectly (including, without limitation, through any entity or family member), for myself, or through, on behalf of, or in conjunction with any person or entity:

- (a) Own, maintain, engage in, be employed by, lend money to, extend credit to or have any interest in any Competing Business, or any business that grants franchises or licenses to operate a Competing Business, that operates (i) within the Territory (as defined in the Franchise Agreement) or (ii) within any territory of another duly authorized franchisee of the Company in existence at the date of such expiration, transfer, termination or disassociation; provided, however, that this Section does not apply to my involvement in any duly authorized operation of a Casago Business operating under the System and Proprietary Marks.

7; or

- (b) Interfere with the Company's business relationships or with any person or entity with which Franchisor has a business relationship.

For purposes of this Section 7, I will be deemed to be associated with the Franchisee for so long as I, directly or indirectly (including, without limitation, through an entity or family member), in whole or in part, own, finance, advise, manage or operate, or am employed by, or otherwise have an interest in Franchisee or the Casago Business operated by Franchisee. I acknowledge and agree that the time limitation of this Section 7 shall be tolled during any default by me.

8. Notwithstanding anything else contained in this Agreement, the non-competition obligations contained in this Agreement do not apply to shares owned or held by me in the capital stock of any company that is traded on a stock exchange as long as I do not own more than 1% of the issued and outstanding shares of such company.

9. I 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 Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which the Company is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

810. I understand and acknowledge that the Company shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.

911. The Company ~~is a~~ and its successors and assigns, are third-party ~~beneficiary~~ beneficiaries of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Company ~~and the Franchisee~~ irreparable harm; therefore, I acknowledge and agree that the ~~Franchisee and/or the~~ Company may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay the ~~Franchisee and the~~ Company all the costs ~~it/they incur(s);~~ the Company incurs including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and the Company, any claim I ~~have~~ may assert against the Franchisee or the Company is a separate matter and does not entitle me to violate, or justify any violation of, this Agreement.

1012. This Restrictive Covenants Agreement shall be construed under the laws of ~~Arizona~~ the State of Delaware. The only way this Agreement can be changed is in a writing signed by both the Franchisee and me expressly identified as an amendment to this Agreement and signed by a duly authorized officer of the Company. I will not assign or delegate any rights or obligations under this Agreement without the Company's prior written consent and any attempt without such consent is void.

13. This Agreement will survive any termination or expiration of the Franchise Agreement and will be binding on me, and my heirs, successors and permitted assigns in perpetuity. This Agreement inures to the benefit of the Company and its successors and assigns.

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

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

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

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

**ACKNOWLEDGED BY FRANCHISEE**

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

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

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

**EXHIBIT D**  
**to**  
**CASAGO INTERNATIONAL LLC**  
**FRANCHISE AGREEMENT**

**ELECTRONIC FUNDS WITHDRAWAL AUTHORIZATION**

**ELECTRONIC FUNDS WITHDRAWAL AUTHORIZATION**

Bank Name : \_\_\_\_\_

ABA# : \_\_\_\_\_

Acct. No. : \_\_\_\_\_

Acct. Name : \_\_\_\_\_

Effective as of the date of the signature below, \_\_\_\_\_ (“Franchisee”) hereby authorizes Casago International LLC (“Company”) or its designee to withdraw funds from the above referenced bank account, electronically or otherwise, to make the following payments to Company under the Franchise Agreement for the franchise located at \_\_\_\_\_: (1) all Royalty fees, Marketing Fees, Technology Fees and Booking Channel Fees; (2) all contributions to the System Marketing Fund; and (3) any others fees that the Company may impose under the terms of Franchisee’s Franchise Agreement from time to time. Such withdrawals shall occur on a monthly basis, or on such other schedule as Company shall specify in writing. Company is also authorized to deposit funds into the above referenced account, electronically or otherwise. This authorization shall remain in full force and effect until terminated in writing by Company. Franchisee shall provide Company, in conjunction with this authorization, a voided check from the above referenced account.

AGREED:

ATTEST: \_\_\_\_\_ FRANCHISEE

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

Print name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

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

| **ACKNOWLEDGED BY FRANCHISEE**

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

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

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

| \_\_\_\_\_ Its: \_\_\_\_\_

**EXHIBIT E**  
**TO CASAGO INTERNATIONAL LLC'S**  
**FRANCHISE DISCLOSURE DOCUMENT**

~~**TO CASAGO INTERNATIONAL LLC'S**~~  
~~**FRANCHISE DISCLOSURE DOCUMENT**~~

**SAMPLE TERMINATION AND RELEASE AGREEMENT**

**SAMPLE TERMINATION OF FRANCHISE AGREEMENT AND RELEASE  
UPON TRANSFER TO AN AUTHORIZED FRANCHISEE**

This Termination of Franchise Agreement and Release (the “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Casago International LLC, an Arizona limited liability company, with its principal business address at 15475 N Greenway Hayden Loop, Suite B2, Scottsdale, AZ 85260 (“Franchisor”) and \_\_\_\_\_, a \_\_\_\_\_ with an address at \_\_\_\_\_ (“Transferor”).

**BACKGROUND**

A. On \_\_\_\_\_, Transferor entered into a franchise agreement (the “Franchise Agreement”) with Franchisor for the right to operate a franchised business at \_\_\_\_\_ (“Franchised Business”).

B. Transferor has satisfied all conditions of transfer as specified in the Franchise Agreement and now desires to sell the Franchised Business to \_\_\_\_\_, who has been approved by Franchisor as an authorized transferee.

C. In order to complete Transferor’s sale of the business, Transferor now desires to terminate the Franchise Agreement and all rights and obligations between the parties relating to the Franchise Agreement, and Franchisor desires to accept such termination, pursuant to the terms of this Agreement.

**AGREEMENT**

In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

1. Subject to the terms and conditions contained in this Agreement, the Franchise Agreement and all rights and obligations between Franchisor and Transferor arising from or related to the Franchise Agreement are terminated, effective as of the date of this Agreement.

2. Notwithstanding anything in this Agreement to the contrary, the parties agree that Transferor will remain bound by all of the post-term covenants and obligations contained in the Franchise Agreement including, without limitation, those relating to Confidential Information and non-competition.

3. Transferor represents and warrants that all of Transferor’s monetary obligations to Franchisor and its subsidiaries and affiliates have been satisfied in full as of the date of this Agreement.

4. Transferor, for itself and all persons and entities claiming by, through or under it, releases, acquits and forever discharges Franchisor, its affiliates, and ~~its~~their respective present and former officers, employees, members, managers, shareholders, directors, agents, servants, representatives, affiliates, successors and assigns (the “Franchisor Releasees”) from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorneys’ fees, actions or causes of action whatsoever, whether known or unknown, which it, by itself, on behalf of, or in conjunction with any other person, persons, partnership or corporation, have, had or claim to have against the Franchisor Releasees arising out of or related to the offer, sale and operation of the Casago Business, and the parties’ rights or obligations under the Franchise Agreement.

~~5. Excluding the indemnification obligations set forth in the Franchise Agreement, and Transferor's obligations as set forth in paragraph 2 of this Agreement, Franchisor, for itself and all persons and entities claiming by, through or under it, releases, acquits and forever discharges Transferor and Transferor's employees, agents, servants, representatives, affiliates, successors and assigns (the "Transferor Releasees") from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorneys' fees, actions or causes of action whatsoever, whether known or unknown, which it, by itself, on behalf of, or in conjunction with any other person, persons, partnership or corporation, have, had or claim to have against the Transferor Releasees arising out of or related to the offer, sale and operation of the business, and the parties' rights or obligations under the Franchise Agreement.~~

~~6. This Agreement constitutes the entire integrated agreement of the parties with respect to the subject matter contained in this Agreement.~~ This Agreement constitutes the entire integrated agreement of the parties with respect to the subject matter contained in this Agreement and may not be subject to any modification without the written consent of the parties.

~~7~~

6. This Agreement will be construed under the laws of the State of ~~Arizona~~Delaware, which laws will control in the event of any conflict of law.

87. This Agreement will be for the benefit of and binding upon the parties and their respective representatives, successors and assigns.

98. Each party acknowledges that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted by each party, after having a reasonable opportunity to retain and confer with counsel. This Agreement is entered into after a full investigation by the parties, and the parties are not relying upon any statements or representations not embodied in this Agreement.

~~109.~~ In the event that Franchisor retains the services of legal counsel to enforce the terms of this Agreement, it will be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in enforcing the terms of this Agreement.

~~110.~~ Transferor agrees that Transferor has and had a relationship with Franchisor at its headquarters in in the city and state where it are located and that, with the exception of Franchisor's right to seek injunctive relief in any appropriate jurisdiction, any action by or against Franchisor arising out of or relating to this Agreement will be commenced and concluded in city and state where Franchisor's headquarters is located pursuant to the dispute resolution provisions of the Franchise Agreement.

~~1211.~~ This Agreement may be executed in multiple counterparts by the various parties and the failure to have the signatures of all parties on a single Agreement will not affect the validity or enforceability of any part of this Agreement against any party who executes any counterpart of the Agreement. Executed facsimile copies of this Agreement will be deemed to be effective as original signatures.

~~13~~12. Notice for Washington Franchisees: This general release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.]

*[signatures on following page]*

**I HAVE READ THE ABOVE AGREEMENT AND UNDERSTAND ITS TERMS. I WOULD NOT SIGN THIS AGREEMENT IF I DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.**

**CASAGO INTERNATIONAL LLC**

**TRANSFEROR**

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

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

**EXHIBIT F**

**TO CASAGO INTERNATIONAL LLC'S  
FRANCHISE DISCLOSURE DOCUMENT  
LIST OF OPEN FRANCHISEES**

**AND**

**LIST OF FRANCHISEES WITH SIGNED  
FRANCHISE AGREEMENTS BUT NOT OPEN**

**LIST OF FRANCHISEES OPEN AS OF DECEMBER 31, ~~2023~~2024**

	State	City	Legal Name of Franchisee	Address of Franchised Business	Franchisee Telephone Number
<del>1</del> 1	<del>Alabama</del> <a href="#">Alabama</a>	<del>Gulf Shores</del> <a href="#">Gulf Shores</a>	<del>Tim Newman</del> <a href="#">Tim Newman</a>	<del>3645 Gulf Shores Parkway, Ste 106, Gulf Shores, AL 36542</del> <a href="#">3645 Gulf Shores Parkway, Ste 106, Gulf Shores, AL 36542</a>	<del>251-651-6500</del> <a href="#">251-651-6500</a>
<del>4</del> 4	<del>Alabama</del>	<del>Fort Payne</del>	<del>Creative Event Solutions, LLC</del>	<del>6202 Greenhill Blvd NE Fort Payne, AL 35967</del>	<del>(256) 604-1093</del>
<del>2</del> 2	<del>Arizona</del>	<del>Overgaard</del>	<del>Serenity North, LLC</del>	<del>2947 AZ-260, Overgaard, AZ 85933</del>	<del>(928) 275-3976</del>
<del>3</del> 2	California	Truckee	Tahoe Truckee Vacation Properties, Inc.	10059 Palisades Drive #1 Truckee, CA 96161	(530) 582-6186
<del>4</del> 3	California	Vista	Eleva3, Inc.	1559 Parkview Drive, Vista, CA 92081	(706) 999-0171
<del>5</del> 4	California	Kings Beach	Tahoe <del>Moon</del> <a href="#">Truckee Vacation</a> Properties, Inc.	241 Raccoon Street, Kings Beach, CA 834143	(530) 581-2771
<del>6</del> 5	California	Palm Springs	GRB Properties, Inc.	P.O. Box 590, Palm Springs, CA 92263	(760) 621-8889
<del>7</del> 6	California	Arcata	Redwood Coast Properties	89 E. 15 <sup>th</sup> Street, Arcata, CA 95521	(707) 602-5800
<del>8</del> 7	Colorado	Highlands Ranch	Hosting from the Heart, LLC	10021 Stratford Lane, Highlands Ranch, CO 80126	(720) 575-4500
<del>9</del> 8	Florida	Miami	Andres Gonzales and Gabi Zahler	14670 SW 99 CT., Miami, FL 33176	(954) 363-1217
<del>10</del> 9	Florida	Fort Pierce	Treasure Coast Hospitality Services, LLC	305 S. 7 <sup>th</sup> Street, Fort Pierce, FL 34950	(772) 204-0090
<del>11</del> 11	<del>Florida</del>	<del>Niceville</del>	<del>TDB Homes, LLC</del>	<del>532 Golf Course Drive, Niceville, FL 32578</del>	<del>(850) 598-2161</del>
<del>12</del> 10	Florida	Flagler Beach	Jesse & Jamie Karanas	300 S. Daytona Avenue #1316n, Flagler Beach, FL 32136	(904) 569-0039

	State	City	Legal Name of Franchisee	Address of Franchised Business	Franchisee Telephone Number
<del>11</del> <u>11</u>	<u>Florida</u>	<u>Orlando</u>	<u>Columbia Management LLC</u>	<u>1420 Celebration Blvd. Celebration, FL 34747</u>	<u>407-777-2224</u>
<del>12</del> <u>12</u>	<u>Florida</u>	<u>New Smyrna</u>	<u>GunnSmith Holdings LLC</u>	<u>209 Downing Street New Smyrna Beach FL 32169</u>	<u>386-423-8400</u>
<del>13</del> <u>13</u>	<u>Florida</u>	<u>Jacksonville Beach</u>	<u>Short Term Team LLC</u>	<u>4016 3rd St S #1174, Jacksonville Beach, FL 32250</u>	<u>(904) 456-0334</u>
<del>13</del> <u>14</u>	Hawaii	Kona	Casago Kona, LLC	75-5656 Kuakini Hwy, Suite 202, Kailua-Kona, HI 96740	(707) 496-8746
<del>14</del> <u>15</u>	Idaho	McCall	DoneRight Management, LLC	200 E Park Street, McCall, ID 83638	(208) 634-0030
<del>15</del> <u>16</u>	Idaho	Island Park	Robb Rentals, LLC	4121 Quakie Lane, Island Park, ID 83429	(208) 462-3475
<del>16</del> <u>17</u>	Idaho	Garden Valley	Idaho Vacation Cabins, LLC	12 Timberline Drive, Garden Valley, ID 83622	(208) 462-3475
<del>17</del> <u>18</u>	Idaho	Ketchum	Michaels Vacation Rentals, LLC	340 River Street West, Ketchum, ID 83340	(208) 900-6292
<del>18</del> <u>19</u>	Minnesota	Duluth	River West Vacation Homes	4257 Haines Rd. Hermantown, MN 55811	(218) 524-9972
<del>20</del> <u>20</u>	<u>Missouri</u>	<u>Lake of the Ozarks</u>	<u>Intentionally Designed LakeDays Rentals</u>	<u>208 N Main Street, Gravois Mills, MO 65037</u>	<u>573-836-6566</u>
<del>19</del> <u>21</u>	Montana	Whitefish	Whitefish Stays, LLC	102 E. 2 <sup>nd</sup> Street, Whitefish, MT 59937	(406) 730-3338
<del>20</del> <u>22</u>	Nevada	Henderson	JB Spisso and Ilona Melnichenko	1034 Delbrook Ave, Henderson, NV 89012	(845) 242-7828
<del>21</del> <u>23</u>	Oregon	Canby	MMDR LLC	1109 SW 1st Ave Suite F #411 Canby, OR 97013	(503) 924-5115

	State	City	Legal Name of Franchisee	Address of Franchised Business	Franchisee Telephone Number
<a href="#">22</a> <a href="#">24</a>	Oregon	Sunriver	Cascara Vacation Rentals, LLC	57100 Beaver Drive, Ste 6, Sunriver, OR 97707	(800) 531-1130
<a href="#">25</a>	<a href="#">Oregon</a>	<a href="#">Cannon Beach</a>	<a href="#">Haystack Luxury Vacation Rentals LLC</a>	<a href="#">Po Box 911 Cannon Beach, Or. 97110</a>	<a href="#">971-287-1907</a>
<a href="#">23</a> <a href="#">26</a>	South Carolina	Myrtle Beach	Larrowe Property Management LLC, DBA Coastline Beach Rentals	516 Broadway St., Myrtle Beach, SC 29577	(843) 999-2837
<a href="#">24</a> <a href="#">27</a>	Texas	Bolivar Peninsula	Bolivar Vacations, A Series of Scruggs Real Estate,	P.O. Box 678 Waxahachie, TX 75168	972-441-5606
<a href="#">25</a> <a href="#">28</a>	Texas	Fredricksburg	Roman Tomkiv	5604 Southwest Parkway #0934, Austin, TX 78735	(970) 680-1983
<a href="#">26</a> <a href="#">29</a>	Texas	Galveston	Kovi Real Estate Holdings, LLC	1021 61 <sup>st</sup> Street, Ste 100-B, Galveston, TX 77551	(409) 974-4598
<a href="#">27</a> <a href="#">30</a>	Texas	Port Isabel	Destination Padre, LLC	33840 S. Garcia Street, Unit 218, Port Isabel, TX 78578	(956) 410-2234
<a href="#">28</a> <a href="#">31</a>	Texas	Pflugerville	Highland Lakes - Y-Man Holdings LLC	16816 Aventura Avenue, Pflugerville, TX 78660	<a href="#">(512) 772-2005</a>
<a href="#">32</a>	<a href="#">Texas</a>	<a href="#">Concan</a>	<a href="#">Frio River Resorts LLC</a>	<a href="#">26 S. Tomahawk Way Concan, Texas 78838</a>	<a href="#">830-232-5544</a>
<a href="#">33</a>	<a href="#">Texas</a>	<a href="#">Austin</a>	<a href="#">Andrew Ross</a>	<a href="#">2250 Double Creek Dr #8522, Round Rock, TX 78683</a>	<a href="#">(512) 996-3353</a>
<a href="#">29</a> <a href="#">34</a>	Utah	Heber City	Fluid RE Solutions, LLC	104 E 600 S, PMB 414, Heber City, UT 84032	(435) 659-2340
<a href="#">30</a> <a href="#">35</a>	Virginia	Moneta	SML Rental, LLC	13699 Booker T. Washington Hwy, Suite 204, Moneta, VA 24121	(844) 650-6000
<a href="#">36</a>	<a href="#">Virginia</a>	<a href="#">Galax</a>	<a href="#">Ashley and Isaac Larrowe</a>	<a href="#">Coastline Beach Rentals, 516</a>	<a href="#">276-469-8059</a>

	State	City	Legal Name of Franchisee	Address of Franchised Business	Franchisee Telephone Number
				<a href="#">Broadway St, Myrtle Beach SC 29577</a>	
31	<del>West Virginia</del>	<del>Slatyfork</del>	<del>Casago Snowshoe, LLC</del>	<del>562 Cass Road, Slatyfork, WV 26291</del>	<del>(304) 572-2121</del>

**LIST OF FRANCHISEES WITH SIGNED FRANCHISE AGREEMENTS BUT NOT OPEN AS OF DECEMBER 31, ~~2023~~2024**

	<b>State</b>	<b>City</b>	<b>Legal Name of Franchisee</b>	<b>Address of Franchised Business</b>	<b>Franchisee Telephone Number</b>
1	Alabama	Gulf Shores	Tim Newman	3645 Gulf Shores Parkway, Ste 106, Gulf Shores, AL 36542	251-651-6500
2	Florida	Orlando	Columbia Managment LLC	1420 Celebration Blvd. Celebration, FL 34747	407-777-2224
3	Florida	New Smyrna	GunnSmith Holdings LLC	209 Downing Street New Smyrna Beach FL 32169	386-423-8400
4	Missouri	Lake of the Ozarks	Intentionally Designed LakeDays Rentals	208 N Main Street, Gravois Mills, MO 65037	573-836-6566
5	Texas	Concan	Frio River Resorts LLC	26 S. Tomahawk Way Concan, Texas 78838	830-232-5544
6	Texas	Austin	Andrew Ross	2250 Double Creek Dr #8522, Round Rock, TX 78683	(512) 996-3353

**NONE.**

**EXHIBIT G  
TO CASAGO INTERNATIONAL LLC'S  
FRANCHISE DISCLOSURE DOCUMENT**

**LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM**

The following lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of Franchisees who had an opened outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement with us during our most recently completed fiscal year or who had not communicated with us within 10 weeks of the issuance date of this Disclosure Document:

~~NONE~~

-

~~Exhibit G~~

	<u>State</u>	<u>City</u>	<u>Legal Name of Franchisee</u>	<u>Telephone Number</u>
<u>1</u>	<u>Alabama</u>	<u>Fort Payne</u>	<u>Creative Event Solutions, LLC</u>	<u>(256) 604-1093</u>
<u>2</u>	<u>Arizona</u>	<u>Overgaard</u>	<u>Serenity North, LLC</u>	<u>(928) 275-3976</u>

**Exhibit G**

**EXHIBIT H**

**TO CASAGO INTERNATIONAL LLC'S**

**FRANCHISE DISCLOSURE DOCUMENT**

**STATE SPECIFIC ADDENDA**

**Exhibit H**

## CALIFORNIA

### **ADDENDUM TO DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT**

California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Financial Protection and Innovation, prior to a solicitation of a proposed material modification of an existing franchise.

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

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](http://www.dfpi.ca.gov).

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF BUSINESS FINANCIAL PROTECTION AND INNOVATION NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

SOME OR ALL OF THE OWNERS OF THE FRANCHISE ~~WILL~~MAY BE REQUIRED TO EXECUTE PERSONAL GUARANTEES. THIS REQUIREMENT PLACES THE MARITAL ASSETS OF THE SPOUSES DOMICILED IN COMMUNITY PROPERTY STATES — ARIZONA, CALIFORNIA, IDAHO, LOUISIANA, NEVADA, NEW MEXICO, TEXAS, WASHINGTON AND WISCONSIN AT RISK IF YOUR FRANCHISE FAILS.

1. The following paragraph is added to the end of Item 3 of the Disclosure Document:

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

2. The following paragraph is added to the end of Item 5 of the Disclosure Document:

The Department of Financial Protection and Innovation requires that the franchisor defer the collection of all initial fees from California franchisees until the franchisor has completed all its pre-opening obligations and franchisee is open for business. For any development agreement, the payment of the development and initial fee attributable to a specific unit is deferred until that unit is open.

3. The following paragraph is added to the end of Item 6 of the Disclosure Document:

With respect to the Late Fee described in Item 6, this Item is amended to disclose that the maximum rate of interest permitted under California law is 10%.

4. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

The Franchise Agreement requires franchisee to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of that law or any rule or order thereunder is void.

California's Franchise Investment Law (Corporations Code section 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contract to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

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

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

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

The Franchise Agreement and Area Development Agreement grant us the option to submit disputes by mediation or arbitration. The mediation or arbitration will occur in Los Angeles, California with the costs being borne equally by Franchisor and 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.

Notwithstanding anything contained in the Franchise Agreement to the contrary, you do not have to pay us the Initial Franchise Fee until we perform our pre-opening obligations under the Franchise Agreement and you open your Franchised Business. Once we complete our pre-opening obligations and you open the Franchised Business, you must immediately pay the Initial Franchise Fee to us.

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.

The franchise agreement and area development agreement contain provisions shortening the statute of limitations to bring claims and requiring you to waive your right to punitive or exemplary damages against the franchisor, limiting your recovery to actual damages for any claims related to your franchise. Under California Corporations Code section 31512, these provisions are not enforceable in California for any claims you may have under the California Franchise Investment Law.

[The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section](#)

1671, certain liquidated damages clauses are unenforceable.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
**FRANCHISOR**

\_\_\_\_\_  
**FRANCHISEE**

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

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

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

**HAWAII**

**ADDENDUM TO DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT**

These franchises will be/have been filed under the Franchise Investment Law of the State of Hawaii. Filing does not constitute approval, recommendation or endorsement by the Director of Commerce and Consumer Affairs or a finding by the Director of Commerce and Consumer Affairs that the information provided herein is true, complete and not misleading.

The Franchise Investment Law makes it unlawful to offer or sell any franchise in this state without first providing to the prospective franchisee, or subfranchisor, at least seven days prior to the execution by the prospective franchisee of any binding franchise or other agreement, or at least seven days prior to the payment of any consideration by the franchisee, or subfranchisor, whichever occurs first, a copy of the Disclosure Document, together with an copy of all proposed agreements relating to the sale of the franchise.

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.

This Disclosure Document contains a summary only of certain material provisions of the franchise agreement. The contract or agreement should be referred to for a statement of all rights, conditions, restrictions and obligations of both the franchisor and the franchisee.

Fee Deferral

Item 5 of the Franchise Disclosure Document and Section 3.1 of the Franchise Agreement are hereby amended to state that the Initial Franchise Fee will be deferred until the Franchisor completes all of its to the Franchisee and the Franchisee is open for business.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
**FRANCHISOR**

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

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

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

\_\_\_\_\_  
**FRANCHISEE**

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

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

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

## ILLINOIS

### **ADDENDUM TO DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT**

Sections 4 and 41 and Rule 608 of the Illinois Franchise Disclosure Act states that court litigation must take place before Illinois federal or state courts and all dispute resolution arising from the terms of this Agreement or the relationship of the parties and conducted through arbitration or litigation shall be subject to Illinois law. The FDD, Franchise Agreement and Supplemental Agreements are amended accordingly.

The governing law or choice of law clause described in the FDD and contained in the Franchise Agreement and Supplemental Agreements is not enforceable under Illinois law. This governing law clause shall not be construed to negate the application of Illinois law in all situations to which it is applicable.

Section 41 of the Illinois Franchise Disclosure Act states that “any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void.” The Franchise Agreement is amended accordingly. To the extent that the Franchise Agreement would otherwise violate Illinois law, such Agreement is amended by providing that all litigation by or between you and us, arising directly or indirectly from the Franchise relationship, will be commenced and maintained in the state courts of Illinois or, at our election, the United States District Court for Illinois, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements, and Illinois law will pertain to any claims arising under the Illinois Franchise Disclosure Act.

Item 17.v, Choice of Forum, of the FDD is revised to include the following: “provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act.”

Item 17.w, Choice of Law, of the FDD is revised to include the following: “provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act”.

The termination and non-renewal provisions in the Franchise Agreement and the FDD may not be enforceable under Sections 19 and 20 of the Illinois Franchise Disclosure Act.

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.

A Multi-Market Account customer is a customer responsible for a business in more than one location. The franchisor has the exclusive right to negotiate and enter into agreements to provide services to Multi-Market Account customers. You may be offered the opportunity to service a Multi-Market Account. If you decline or are unable to service the account, the franchisor, an affiliate or another franchisee may provide the service with no compensation to you.

Under Section 705/27 of the Illinois Franchise Disclosure Act, no action for liability under the Illinois Franchise Disclosure Act can be maintained unless brought before the expiration of three (3)

years after the act or transaction constituting the violation upon which it is based, the expiration of one (1) year after you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to you of a written notice disclosing the violation, whichever shall first expire. To the extent that the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act, Illinois law will control and supersede any inconsistent provision(s).

Fee Deferral

Item 5 of the Franchise Disclosure Document and Section 3.1 of the Franchise Agreement are hereby amended to state that the Initial Franchise Fee will be deferred until the Franchisor completes all of its training and other initial obligations to Franchisee and the Franchisee is open for business.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
**FRANCHISOR**

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

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

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

\_\_\_\_\_  
**FRANCHISEE**

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

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

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

## INDIANA

### ADDENDUM TO DISCLOSURE DOCUMENT

Item 8 of the FDD is amended to add the following:

Under Indiana Code Section 23-2-2.7-1(4), we will not accept any rebates from any person with whom you do business or associate in relation to transactions between you and the other person, other than for compensation for services rendered by us, unless the rebate is properly accounted for and submitted to you.

Item 17 of the FDD is amended to add the following:

Indiana Code 23-2-2.7-1(7) makes it unlawful for us to unilaterally terminate your Franchise Agreement unless there is a material violation of the Franchise Agreement and termination is not in bad faith.

Indiana Code 23-2-2.7-1(5) prohibits us to require you to agree to a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Act. The “Summary” column in Item 17.~~rs~~ of the FDD is deleted and the following is inserted in its place: No competing business for two (2) years within the Territory.

The “Summary” column in Item 17.~~tu~~ of the FDD is deleted and the following is inserted in its place:

Notwithstanding anything to the contrary in this provision, you do not waive any right under the Indiana Statutes with regard to prior representations made by us.

The “Summary” column in Item 17.v. of the FDD is deleted and the following is inserted in its place:

Litigation regarding Franchise Agreement in Indiana; other litigation in Franchisor’s Choice of Law State. This language has been included in this Franchise Disclosure Document as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement, including all venue provisions, is fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement and all other documents signed by them, including but not limited to, all venue, choice-of-law, mediation and litigation provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

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.

The “Summary” column in Item 17.~~wx~~ of the FDD is deleted and the following is inserted in its place:

Indiana law applies to disputes covered by Indiana franchise laws; otherwise Franchisor's Choice of Law State law applies.

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Indiana:

~~1-~~The laws of the State of Indiana supersede any provisions of the FDD, the Franchise Agreement, or Franchisor's Choice of Law State law, if such provisions are in conflict with Indiana law.

~~2-~~The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the Franchise without good cause or in bad faith, good cause being defined under law as including any material breach of the Franchise Agreement, will supersede the provisions of the Franchise Agreement relating to termination for cause, to the extent those provisions may be inconsistent with such prohibition.

~~3-~~Any provision in the Franchise Agreement that would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that such provision violates such law.

~~4-~~The covenant not to compete that applies after the expiration or termination of the Franchise Agreement for any reason is hereby modified to the extent necessary to comply with Indiana Code 23-2-2.7-1 (9).

~~5-~~The following provision will be added to the Franchise Agreement:

No Limitation on Litigation. Despite the foregoing provisions of this Agreement, any provision in the Agreement which limits in any manner whatsoever litigation brought for breach of the Agreement will be void to the extent that any such contractual provision violates the Indiana Deceptive Franchise Practices Law.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

FRANCHISOR

FRANCHISEE

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

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

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

**MARYLAND**

**AMENDMENTS TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT**

Item 17 of the FDD and the Franchise Agreement are amended to state: “The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.”

Item 5 of the FDD, and the Franchise Agreement, are hereby amended to state the following: “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.”

Representations in the Franchise Agreement are not intended to, nor shall they act as, a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Item 17 of the FDD and sections of the Franchise Agreement are amended to state that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the Franchise.

The Franchise Agreement is amended to state that all representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to, nor shall they act as, a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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.

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 undersigned does hereby acknowledge receipt of this addendum.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
**FRANCHISOR**

\_\_\_\_\_  
**FRANCHISEE**

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

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

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

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

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

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

## MICHIGAN

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

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

~~(a)~~ A prohibition on your right to join an association of franchisees.

~~(b)~~ A requirement that you assent to a release, assignment, novation, waiver, or estoppel which deprives you of rights and protections provided in this act. This shall not preclude you, after entering into a Franchise Agreement, from settling any and all claims.

~~(c)~~ A provision that permits us to terminate a Franchise prior to the expiration of its term except for good cause. Good cause shall include your failure to comply with any lawful provision of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

~~(d)~~ A provision that permits us to refuse to renew your Franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to us, 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 five (5) years; and (ii) you are prohibited by the Franchise Agreement or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the Franchise or you do not receive at least six (6) months' advance notice of our intent not to renew the Franchise.

~~(e)~~ A provision that permits us 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 the State of Michigan. This shall not preclude you from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

~~(g)~~ A provision which permits us to refuse to permit a transfer of ownership of a Franchise, except for good cause. This subdivision does not prevent us 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 our then-current reasonable qualifications or standards.

~~(ii)~~ the fact that the proposed transferee is a competitor of us or our subfranchisor.

~~(iii)~~ the unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

~~(iv)~~ your or proposed transferee's failure to pay any sums owing to us or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

~~(h)~~ A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants to us 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 us the right to acquire the assets of a Franchise for the market or appraised value of such assets if you have breached the lawful provisions of the Franchise Agreement and have failed to cure the breach in the manner provided in subdivision (c).

~~(i)~~ provision which permits us to directly or indirectly convey, assign, or otherwise transfer our obligations to fulfill contractual obligations to you unless provision has been made for providing the required contractual services.

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

Any questions regarding this notice should be directed to: State of Michigan

Department of Attorney General

Consumer Protection Division Attn: Franchise

670 Law Building 525 W. Ottawa Street

Lansing, Michigan 48913

Telephone Number: (517) 373-7117

## MINNESOTA

### **ADDENDUM TO DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT**

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Minnesota:

~~1.~~ Any provision in the Franchise Agreement which would require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 will be void to the extent that such contractual provision violates such law.

~~2.~~ Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the FDD or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of Minnesota.

~~3.~~ Minn. Rule Part 2860.4400J prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. Any provision in the Franchise Agreement which would require you to waive your rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any agreement relating to Franchises offered and sold in the State of Minnesota; provided, however, that this paragraph will not affect the obligation in the Franchise Agreement relating to mediation.

~~4.~~ With respect to Franchises governed by Minnesota law, we will comply with Minnesota Statute Section 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement; and that consent to the transfer of the Franchise will not be unreasonably withheld.

~~5.~~ Item 13 of the FDD is hereby amended to state that we will protect your rights under the Franchise Agreement to use the Marks, or indemnify you from any loss, costs, or expenses arising out of any third-party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Franchise Agreement and our System standards.

~~6.~~ Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. As a result, the FDD and the Franchise Agreement, which require you to sign a general release prior to renewing or transferring your Franchise, are hereby deleted from the Franchise Agreement, to the extent required by Minnesota law.

~~7.~~ 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.~~ The following language will appear as a new paragraph of the Franchise Agreement:

No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, nothing in the dispute resolution section of this Agreement will in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80.C.

~~9~~-Minnesota Statute Section 80C.17 states that no action for a violation of Minnesota Statutes, Sections 80C.01 to 80C.22 may be commenced more than three (3) years after the cause of action accrues. To the extent that the Franchise Agreement conflicts with Minnesota law, Minnesota law will prevail.

~~10~~-Items 5 and 7 of the FDD is hereby amended to state:

“The Minnesota Department of Commerce has required that all initial franchise fees be deferred until the franchise opens for business.”

The undersigned does hereby acknowledge receipt of this addendum.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
**FRANCHISOR**

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

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

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

\_\_\_\_\_  
**FRANCHISEE**

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

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

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

## NEW YORK

### ADDENDUM TO DISCLOSURE DOCUMENT

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 ~~D~~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 THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

- ~~1.~~The following is added at the end of Item 3:

Except as provided above, with regard to 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 ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

~~D.~~No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including without limitation, actions affecting a license as a real estate broker or sales agent.

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

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

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

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

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

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

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

## NORTH DAKOTA

### ADDENDUM TO DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

1. The Franchise Agreement contains covenants restricting competition. These covenants will be subject North Dakota statute NDCC Section 9-08-06.
2. The Franchise Agreement requires you to consent to the jurisdiction of court outside of North Dakota. These provisions may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law.
3. The Franchise Agreement requires you to consent to liquidated damages in certain situations. This provision may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and is amended accordingly to the extent required by law.
4. Sections of the Franchise Agreement specifying that they are to be governed by the laws of a state other than North Dakota may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law.
5. The Franchise Agreement require you to consent to the waiver of a trial by jury. These requirements may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law.
6. The Franchise Agreement requires you to waive exemplary and punitive damages. These requirements may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law.
7. The Franchise Agreement requires you to sign a general release upon renewal of the Franchise Agreement. This requirement may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and is amended accordingly to the extent required by law.
8. The Franchise Agreement is amended to state that the statute of limitations under North Dakota law will apply.
9. The Franchise Agreement requires you to pay all costs and expenses incurred by us in enforcing the agreement. These requirements may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to state that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

**Registration of this Franchise Disclosure Document does not constitute approval, recommendation, or endorsement by the securities commissioner.**

Each provision of this addendum shall be effective only to the extent that the jurisdictional requirements of the North Dakota Franchise Investment Law, with respect to each such provision, are met independent of this addendum. This addendum shall have no force or effect if such jurisdictional requirements are not

met.

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

The undersigned does hereby acknowledge receipt of this addendum.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**FRANCHISOR**

**FRANCHISEE**

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

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

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

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

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

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

## RHODE ISLAND

### ADDENDUM TO DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

1. In Item 17 of the Franchise Disclosure Document, the following sentences are added:

Pursuant to Section 19-28.1-14 of the Rhode Island Franchise Investment Act, a provision in a franchise agreement restricting jurisdiction or venue for litigation to a forum outside of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Act.

Pursuant to Section 19-28.1-15 of the Rhode Island Franchise Investment Act, if you are required in this Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, the release will exclude claims arising under the Rhode Island Franchise Investment Act, and the acknowledgments will be void with respect to claims under the Act.

2. If the Franchise Agreement requires litigation to be conducted in a forum other than the State of Rhode Island, such requirements are void with respect to any claims brought under Rhode Island Franchise Investment Act Sec. 19-28.1-14.

3. If the Franchise Agreement requires that it be governed by a state's law other than the State of Rhode Island, such requirements are void to the extent that such law conflicts with Rhode Island Franchise Investment Act Sec. 19-28.1-14.

4. If Franchisee is required in the Franchise Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Investment Act, R.I. Gen. Law. ch. 395 Sec. 19-28.1-1 -19-28.1-34, such release shall exclude claims arising under the Rhode Island Franchise Investment Act, and such acknowledgments shall be void with respect to claims under the Act pursuant to Sec. 19-28.1-15.

Each provision of this addendum shall be effective only to the extent that the jurisdictional requirements of the Rhode Island Franchise Investment Act, with respect to each such provision, are met independent of this addendum. This addendum shall have no force or effect if such jurisdictional requirements are not met.

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

The undersigned does hereby acknowledge receipt of this addendum.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

FRANCHISOR

FRANCHISEE

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

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

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

**VIRGINIA**

**ADDENDUM TO DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT**

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Casago International LLC for use in the Commonwealth of Virginia shall be amended as follows:

The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

The following statement is added to Item 17.h:

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

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.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
**FRANCHISOR**

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

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

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

\_\_\_\_\_  
**FRANCHISEE**

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

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

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

## WASHINGTON

### **ADDENDUM TO DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT**

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

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

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

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

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

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

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

Item 6 of the FDD is amended to include the following disclosure in the row for Attorneys' Fees and Costs:

The Attorneys' fees and costs section is only applicable where the franchisor is the substantially prevailing party in any action taken.

Item 17 of the FDD is amended as follows:

Item 17, row d is amended to include the following: “Franchisee may terminate the agreement for any reasons available under the law.”

Exhibit E of the Franchise Agreement titled “Termination and Release Agreement” does not apply to claims that arise under the Franchise Investment Protection Act, chapter 19.100 RCW, or the rules adopted thereunder in accordance with RCW 19.100.220.

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.

**Use of Franchise Brokers.**

The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor’s current and former franchisees to ask them about their experience with the franchisor.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
**FRANCHISOR**

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

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

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

\_\_\_\_\_  
**FRANCHISEE**

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

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

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

**WISCONSIN**

**ADDENDUM TO DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT**

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

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.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**FRANCHISOR**

**FRANCHISEE**

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

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

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

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

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

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

**RIDER TO STATE ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT  
AND FRANCHISE AGREEMENT**

**FOR THE FOLLOWING STATES ONLY: CALIFORNIA, HAWAII, ILLINOIS,  
INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA,  
RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, WISCONSIN  
(EACH A “REGULATED STATE” AND COLLECTIVELY, THE “REGULATED  
STATES”)**

This Rider to State Addendum to the Franchise Disclosure Document and Franchise Agreement (“Rider”) is entered into by and between (i) Casago International, LLC, an Arizona limited liability company with an address at 15475 N. Greenway Hayden Road, Suite B2, Scottsdale, AZ 85260 (“Franchisor”), and (ii) \_\_\_\_\_, a (individual/limited liability company/corporation) with an address at \_\_\_\_\_ (“Franchisee”).

- A. Concurrently with the execution of this Rider, Franchisor and Franchisee are entering into a franchise agreement (the “Franchise Agreement,”), pursuant to which Franchisee will acquire the right and undertake the obligation to own and operate a franchised business that may be located in, or subject to the regulations of, one of the Regulated States (the “Applicable Franchise Registration State”).
- B. Franchisor and Franchisee wish to amend the Franchise Agreement as provided in this Rider.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Franchise Agreement is hereby amended as follows:

1. NASAA SOP Acknowledgment. For prospective franchisees that reside in or are looking to operate the Franchised Business in any Regulated State, the Franchise Agreement will be amended to include the following provision:

“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 and 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.”

2. Except as provided in this Rider, the Franchise Agreement remains in full force and effect in accordance with its terms. This Rider shall be effective only to the extent that the jurisdictional requirements of the franchise law of the Applicable Franchise Registration State are met independently without reference to this Rider.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**FRANCHISOR**

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

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

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

**FRANCHISEE**

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

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

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

**EXHIBIT I**  
**TO CASAGO INTERNATIONAL LLC'S**  
**FRANCHISE DISCLOSURE DOCUMENT**

**COMPLIANCE CERTIFICATION**

~~Exhibit I~~

## Franchisee Compliance Certification

THIS FRANCHISEE ACKNOWLEDGMENT IS NOT APPLICABLE TO AND SHALL NOT BE USED AS TO ANY FRANCHISE OFFER AND/OR SALE INVOLVING ANY CALIFORNIA RESIDENT AND/OR FRANCHISEE AS THE COMPLIANCE CERTIFICATE VIOLATES CALIFORNIA CORPORATIONS CODE SECTIONS 31512 AND 31512.1.

DO NOT SIGN THIS QUESTIONNAIRE IF YOU ARE A RESIDENT OF MARYLAND OR THE BUSINESS IS TO BE OPERATED IN MARYLAND

**DO NOT COMPLETE OR SIGN THIS STATEMENT IF YOU RESIDE IN, OR INTEND TO OPERATE THE FRANCHISED BUSINESS IN, ANY OF THE FOLLOWING STATES : HI, IL, IN, MI, MN, NY, ND, RI, SD, VA, WA, WI (EACH A “REGULATED STATE”:**

As you know, Casago International LLC (“we”, “us”) and you are preparing to enter into a Franchise ~~Agreement and/or Development~~ Agreement for the right to open and operate a franchised business (a “Franchised Business”). The purpose of this Questionnaire is to: (i) determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate, or misleading; (ii) be certain that you have been properly represented in this transaction; and (iii) be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Franchise Agreement and pay us the appropriate franchise fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer “No” to any of the questions below, please explain your answer on the back of this sheet.

Yes \_\_\_ No \_\_\_ 1. Have you received and personally reviewed the Franchise ~~Agreement and/or Development~~ Agreement, as well as each exhibit or schedule attached to ~~this agreement~~ [Franchise Agreement](#), which you intend to enter into with us?

Yes \_\_\_ No \_\_\_ 2. Have you received and personally reviewed the Franchise Disclosure Document we provided?

Yes \_\_\_ No \_\_\_ 3. Did you sign a receipt for the [Franchise](#) Disclosure Document indicating the date you received it?

Yes \_\_\_ No \_\_\_ 4. Do you understand all the information contained in the [Franchise](#) Disclosure Document and the Franchise Agreement you intend to enter into with us?

Yes \_\_\_ No \_\_\_ 5. Have you reviewed the [Franchise](#) Disclosure Document and Franchise Agreement (~~and/or Development Agreement~~) with a lawyer, accountant or other professional advisor and discussed the benefits and risks of operating the Franchised Business with these professional ~~advisor(s)~~ [advisors](#)?

Yes \_\_\_ No \_\_\_ 6. Do you understand the success or failure of your Franchised Business will depend in large part upon your skills, abilities and efforts and those of the persons you employ, as well as many factors beyond your control such as demographics of your Territory, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace?

Yes \_\_\_ No \_\_\_ 7. Do you understand we have only granted you certain, limited territorial rights under the Franchise Agreement, and that we have reserved certain rights under the Franchise Agreement?

Yes \_\_\_ No \_\_\_ 8. Do you understand we and our affiliates retain the exclusive unrestricted right to engage, directly or through others, in the providing of services under the Proprietary Marks or any other mark at any location outside your Territory under the Franchise Agreement without regard to the proximity of these activities to the Franchised Business(es)?

~~Yes \_\_\_ No \_\_\_ 9. Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be mediated, at our option, in Scottsdale, AZ~~

Yes \_\_\_ No \_\_\_ 9. Do you understand we and our affiliates retain the right to engage, directly or through others, in the providing of services within your Territory under certain circumstances, including the right to provide competing services under different marks and the right to use the Proprietary Marks to service non-traditional locations?

Yes \_\_\_ No \_\_\_ 10. Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement ~~and Development~~ are subject to binding arbitration in Scottsdale, AZ or wherever our headquarters is then-located?

Yes \_\_\_ No \_\_\_ 11. Do you understand the Franchise Agreement provide/provides that you can only collect compensatory damages on any claim under or relating to the Franchise Agreement and are not entitled to any punitive, consequential or other special damages?

Yes \_\_\_ No \_\_\_ ~~11~~12. Do you understand the sole entity or person against whom you may bring a claim under the Franchise Agreement ~~or Development Agreement is us?~~

~~Yes \_\_\_ No \_\_\_ 12. Do you understand that the Franchisee (or one of its principals if Franchisee is an organization), as well as any Designated Managers (as defined in the Franchise Agreement), must successfully complete the appropriate initial training program(s) before we will allow the Franchised Business to open or consent to a transfer of that Franchised Business?~~

Yes \_\_\_ No \_\_\_ 13. Do you understand that, under the Franchise Agreement, we require ~~you to successfully complete~~ certain ~~initial training program(s)~~ programs to be completed to our satisfaction and if ~~you do they are~~ not ~~successfully complete the applicable training program(s)~~ completed to our satisfaction, we may terminate your Franchise Agreement?

Yes \_\_\_ No \_\_\_ 14. Do you understand that we do not have to sell you a franchise or additional franchises or consent to your purchase of existing franchises, ~~(other than those that you timely open to fulfill your development obligations and have contracted to open under the Development Agreement, provided you have not materially breached that agreement and failed to timely cure that breach)?~~

- Yes \_\_\_ No \_\_\_ 15. Do you understand that we will send written notices, as required by your Franchise Agreement ~~and/or Development Agreement, to either your Franchised Business or home,~~ to the address [specified in the Franchise Agreement](#) until you designate a different address by sending written notice to us?
- Yes \_\_\_ No \_\_\_ 16. Do you understand that we will not approve your purchase of a franchise from us, or we may immediately terminate your Franchise Agreement, if we are prohibited from doing business with you under any anti-terrorism law enacted by the United States Government?
- Yes \_\_\_ No \_\_\_ 17. Is it true that no broker, employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Franchised Business that is not contained in the [Franchise Disclosure Document](#) or that is contrary to, or different from, the information contained in the [Franchise Disclosure Document](#)?
- Yes \_\_\_ No \_\_\_ 18. ~~Is~~ [Other than the actual records of any existing market you are considering buying, is](#) it true that no broker, employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Franchised Business will generate, that is not contained in the [Franchise Disclosure Document](#) or that is contrary to, or different from, the information contained in the [Franchise Disclosure Document](#)?
- Yes \_\_\_ No \_\_\_ 19. Is it true that no broker, employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise ~~Agreement and/or Development~~ Agreement concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the [Franchise Disclosure Document](#)?
- Yes \_\_\_ No \_\_\_ 20. Is it true that no broker, employee or other person providing services to you on our behalf has solicited or accepted any loan, gratuity, bribe, gift or any other payment in money, property or services from you in connection with a Franchised Business purchase with exception of those payments or loans provided in the [Franchise Disclosure Document](#)?

[\[Signature Page Follows\]](#)

**YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.**

<p>_____ Signature of Franchise Applicant</p> <p>_____ Name (please print)</p> <p>Dated: _____, 20____</p> <p>_____ Signature of Franchise Applicant</p> <p>_____ Name (please print)</p> <p>Dated: _____, 20____</p>	<p>_____ Signature of Franchise Applicant</p> <p>_____ Name (please print)</p> <p>Dated: _____, 20____</p> <p>_____ Signature of Franchise Applicant</p> <p>_____ Name (please print)</p> <p>Dated: _____, 20____</p>
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**GIVE A COMPLETE EXPLANATION OF ANY NEGATIVE RESPONSES IN THE SPACE BELOW ON ~~BACK OF~~ THIS PAGE (AND REFER TO QUESTION NUMBER).**

**EXHIBIT J**  
**TO CASAGO INTERNATIONAL LLC'S**  
**FRANCHISE DISCLOSURE DOCUMENT**  
**STATE EFFECTIVE DATES PAGE**

**Exhibit J**

### 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	<del>August 12, 2024</del>
Hawaii	<del>July 27, 2024</del>
Illinois	<del>June 17, 2024</del>
Indiana	<del>July 17, 2024</del>
Maryland	<del>Separate FDD</del>
Michigan	<del>July 22, 2024</del>
Minnesota	<del>July 30, 2024</del>
New York	<del>August 26, 2024</del>
North Dakota	<del>Not Registered</del>
Rhode Island	<del>Not Registered</del>
South Dakota	<del>November 8, 2024</del>
Virginia	<del>August 16, 2024</del>
Washington	<del>Pending</del>
Wisconsin	<del>May 24, 2024</del>

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 K**

**TO CASAGO INTERNATIONAL LLC'S**

**FRANCHISE DISCLOSURE DOCUMENT**

**RECEIPTS**

**RECEIPTS**

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 Casago International LLC offers you a franchise it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

**New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreements or payment of any consideration that relates the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first.**

If Casago International LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state administrator identified in Exhibit A of this Franchise Disclosure Document. A list of franchisor’s agents registered to receive service of process is also included in Exhibit A to this Franchise Disclosure Document.

I have received a Franchise Disclosure Document with an Issue Date of ~~May 16~~April 4, 2024~~2025~~, which included the following Exhibits:

- |   |   |
|---|---|
| Exhibit A -- List of State Administrators/Agents for Service of Process | Exhibit F -- List of Franchisees                          |
| Exhibit B -- Table of Contents of Operations Manuals                    | Exhibit G -- List of Franchisees Who Have Left the System |
| Exhibit C -- Financial Statements                                       | Exhibit H -- State Specific Addenda                       |
| Exhibit D -- Franchise Agreement  | Exhibit I -- Compliance Certification                     |
| Exhibit E -- Sample Termination and Release Agreement                   | Exhibit J -- <u>State Effective Dates Page</u>            |
|   | Exhibit K -- <u>Receipts</u>                              |

A list of the names, principal business addresses, and telephone numbers of each franchise seller offering this franchise is as follows:

● ~~Steve Schwab~~ ● ~~Catrina Wakefield~~ ● ~~Jeremy Frost~~Joseph Riley ● Ryan Tolley ● Alex Pedigo, Casago International LLC, 15475 North Greenway Hayden Loop, Suite B2, Scottsdale, AZ 85260 or (877) 525-0999.

If an individual:

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

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

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

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

If a Partnership, Corporation or Limited Liability Corporation:

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

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

Name of Entity: \_\_\_\_\_

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

~~Exhibit K~~

## RECEIPTS

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~~Exhibit K~~