

FRANCHISE DISCLOSURE DOCUMENT UP
CLOSETS FRANCHISING LLC



A Tennessee Limited Liability Company
370 Mallory Station Lane, Suite 501
Franklin, Tennessee 37067
(615) 483 – 4923 info@upclosets.com
www.UpClosets.com

We offer franchises for a closet business that designs, sells, and installs custom closet systems and organizational units for homes, home offices, garages, and other residential and commercial spaces, and related services and products under the “Up Closets” trademarks.

The total investment necessary to begin operation of an Up Closets franchised business ranges from ~~\$71,350~~\$72,850 to ~~\$128,050~~\$133,050 for a Single Territory (population of 500,000) or from \$131,700 to \$182,500 for a Double Territory (population of 1,000,000 or more) or from ~~\$171,200 to \$218,000~~\$172,700 to \$223,000 for a Triple Territory (population of 1,500,000 or more). This includes \$46,500 to \$124,500 that must be paid to the franchisor or its affiliates.

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

The terms of your contract will govern your franchise relationship. Don’t rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure document to an advisor, like a lawyer or 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, DC 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Date: February 18, 2025

4929-7938-0750v40750v6

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising Generally

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

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

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

Your Training Expenses (Note 2)	\$1,500	\$4,000	As Arranged	As Incurred	Third parties for travel and lodging
Equipment and Tools (Note 3)	\$4,000	\$4,000	As supplier/ vendor requires	As incurred	Suppliers/ vendors
Service Vehicle (Note 4)	\$2,500	\$8,000	As Arranged	As Arranged	For vehicles – paid to supplier
Initial Inventory (Note 5)	\$5,000	\$7,500	As Arranged	As Arranged	Third-party suppliers
Business Licenses and Permits (Note 6)	\$150	\$1,500	As Arranged	As Incurred	Third-party entities
Computer Systems software set up (Note 7)	\$100	\$1,300	As Arranged	As Arranged	Third-party suppliers

Type of Expenditure	Low Estimate	High Estimate	Method of Payment	When Due	To Whom Payment is Made
Apparel and Printed Materials	\$1,500	\$5,000	As Arranged	As Arranged	Third-party suppliers
Professional Fees (Note 8)	\$500	\$1,500	As Arranged	As Incurred	Third-party legal and accounting firms
Start Up Marketing Fee (Note 9)	\$7,500	\$7,500	Lump Sum via wire transfer	At the Signing of the Franchise Agreement	Franchisor
Insurance (Note 10)	\$500	\$2,500	As Arranged	As Arranged	Third-party suppliers
Software / Recruitment Ads	\$600	\$1,250	As Arranged	As Arranged	Third-party suppliers (career plug and design software)
Operating Expenses / Additional Funds – 3 months (Note 11)	\$10,000	\$50,000	Arranged	As Arranged	Cash reserves in franchisee’s banking account to pay ongoing payroll, suppliers, and vendors.
Total	\$71,350 72,850	\$128,050 133,050			

Double Territory

Triple Territory

Type of Expenditure	Low Estimate	High Estimate	Method of Payment	When Due	To Whom Payment is Made
Initial Franchise Fee (Note 1)	\$117,000	\$117,000	Lump Sum via wire transfer	At the Signing of the Franchise Agreement	Franchisor
Your Training Expenses (Note 2)	\$2,500	\$4,000	As Arranged	As Incurred	Third parties for travel and lodging
Equipment and Tools (Note 3)	\$4,000	\$12,000	As supplier/ vendor requires	As incurred	Suppliers/ vendors
Service Vehicle (Note 4)	\$2,500	\$8,000	As Arranged	As Arranged	For vehicles – paid to supplier
Initial Inventory (Note 5)	\$5,000	\$10,000	As Arranged	As Arranged	Third-party suppliers
Business Licenses and Permits (Note 6)	\$150	\$1,500	As Arranged	As Incurred	Third-party entities
Computer Systems and Software Set-up (Note 7)	\$100	\$1,300	As Arranged	As Arranged	Third-party suppliers
Apparel and Printed Materials	<u>\$1,500</u>	<u>\$5,000</u>	As Arranged	As Arranged	Third-party suppliers
Professional Fees (Note 8)	\$500	\$1,500	As Arranged	As Incurred	Third-party legal and accounting firms
Start Up Marketing Fee (Note 9)	\$7,500	\$7,500	Lump Sum via wire transfer	At the Signing of the Franchise Agreement	Franchisor
Insurance (Note 10)	\$500	\$2,500	As Arranged	As Arranged	Third-party suppliers
Community Marketing Dues - BNI	\$750	\$1,800	As Arranged	As Arranged	Third-party suppliers
Software and Recruitment Ads	\$700	\$900	As Arranged	As Arranged	Third-party suppliers (career plug and design software)

Operating Expenses / Additional Funds – 3 months (Note 11)	\$30,000	\$50,000	As Arranged	As Arranged	Cash reserves in franchisee’s banking account to pay ongoing payroll, suppliers, and vendors.
Total	\$171,200 172,700	\$218,000 223,000			

NOTES

1. Initial Franchise Fee. Please see Item 5 for information on incentive programs that may offer a discount on the Initial Franchise Fee. The amounts stated in the single unit tables is for one outlet operated under a single Franchise Agreement. The Initial Franchise Fee is \$39,000 for a Single Territory having a population of approximately 500,000, \$78,000 for a Double Territory with a population of approximately 1,000,000, and \$117,000 for a Triple Territory with a population of approximately 1,500,000. Any population change over the term of your franchise will not change the single/double/triple status assigned to the Territory when you sign your franchise agreement. We may change the status at the time of renewal if population changes so warrant. Initial Franchise Fees are non-refundable under any circumstances.
2. Training Expenses. The costs of expenses related to attending the Initial Training Program for up to four (4) people. The chart estimates the costs for transportation, lodging, and meals for your trainees. These incidental costs are not included in the Initial Franchise Fee or Training Fee. Your costs will depend on the number of people attending training, their point of origin, method of travel, class of accommodation and living expenses. The duration of the training program is two (2) separate weeks of in person instruction in the corporate office or other specified training location.
3. Equipment. You will purchase your equipment only from suppliers we have approved, which may include us or our affiliates. We will provide specifications for the models of equipment you will be required to purchase for your Franchised Business. Our affiliates or we may be the sole supplier for certain equipment. You will be required to purchase certain types of equipment subject to our specifications including saws, commercial vacuums, multiple types of drills, workbenches, adhesive guns, and miscellaneous hand tools. These figures represent the purchase of the necessary equipment from suppliers to provide the services of your Up Closets Business. The costs listed here do not include any transportation or set up costs.
4. Vehicle. You must use a vehicle of the make, model and age we require, for travel to your clients’ properties. Your vehicle must be no more than 5 years old, in good condition at the time vehicle customization, and free of noticeable dents or damage. You may use a vehicle you currently own, if we determine, in our sole discretion, that it meets our System Standards and we give our consent. If you must purchase or lease a vehicle, we list current acceptable manufacturer/models in our Operations Manual. You must maintain your vehicle in good working order, cleanliness and appearance and promptly repair any visible exterior damage, including but not limited to, dents and scratches. Your actual costs may be higher than the amount stated in the table, depending on whether you buy or lease your vehicle and equipment and how much of the equipment is leased. Your credit history may affect the lease or financing rates you are able to arrange. We recommend that you lease this vehicle from our approved suppliers. You may elect to purchase, rather than

We reserve the rights to offer (i) other services and products not offered under the Marks, (ii) other residential and commercial closet design and organizational services or products under the Marks or other trademarks, and (iii) products or services through other channels of distribution in the Territory including, but not limited to, co-branding with other residential and commercial closet design and organizational services and products offered through retail stores, the Internet or direct marketing (“Alternate Channels of Distribution”). You will receive no compensation for our sales through Alternate Channels of Distribution in the Territory. You do not have the right to establish any additional or Alternate Channels of Distribution.

You may not use Alternate Channels of Distribution make sales inside or outside your Territory; however, we will include a listing on our website of your Up Closets Franchised Business contact information.

You may only solicit sales from customers in your Territory. Your local advertising must target customers in your Territory, although the reach of your local advertising may extend beyond your Territory.

You may service a customer located outside of your Territory, provided that (A) the customer is (i) a current in-Territory customer of yours and (ii) solicited you to provide the service to a service location located outside of your Territory, or (B) the customer is (i) a former customer of yours who has relocated outside of the Territory and (ii) solicited your service to provide services at a property in the customer’s relocation area and (iii) the relocation area is not in the territory of another Up Closets franchisee, or (C) Franchisee otherwise obtains Franchisor’s prior approval. Prior to performing any residential services outside of your Territory, you shall obtain our approval to provide service at the location outside of the Territory.

ITEM 13:
TRADEMARKS

Home Run Franchising LLC, or its successor, (“Licensor”) is the owner of the Marks and has granted us the exclusive right to use the Marks and license to others the right to use the Marks in the operation of an Up Closets outlet in accordance with the System. The Franchise Agreement grants you the right to operate your Franchised Business under Up Closets Marks, as described below.

Licensor has registered the following Marks on the Principal Register of the United States Patent and Trademark Office:

Mark	Registration Number	Registration Date	Register
	7,590,223	December 3, 2024	Principal
			
Up Closets	7,590,082	December 3, 2024	Principal

Licensor has filed all required affidavits in connection with these registrations.

If anyone institutes or threatens litigation involving any component of the System, including the Marks, against you, you must notify us immediately when you learn about an infringement of or challenge to your use of Marks and cooperate fully with us in defending or settling the litigation. Licensor and we will take any action we think appropriate and, if you have given us timely notice and are in full compliance with the Franchise Agreement, we will indemnify you for all expenses and damages arising from any claim

management by contacting Thomas Scott, 370 Mallory Station Dr, Suite 501, Franklin, Tennessee 37067, (615) 483-4923, 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 2022 to 2024

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2022	0	2	+2
	2023	2	14	+16
	2024	16	44	+28
Company – Owned*	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total Outlets	2022	0	2	+2
	2023	2	14	+16
	2024	16	44	+28

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2022	0	2	+2
	2023	2	16	+14
	2024	16	44	+28
Company – Owned*	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total Outlets	2022	0	2	+2
	2023	2	14	+16
	2024	16	44	+28

Table No. 2
Transfers of Outlets From Franchisees to New Owners (Other than Franchisor)
For Years 2022 to 2024

For Years 2022 to 2024

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisees	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisees	Column 8 Outlets at End of the Year
Tennessee	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
Total	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0

* Outlets operated by our affiliate are included in the Franchised Outlets information above.

Table No. 5
Projected Openings as of October 31, 2024

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company Owned Outlets in the Next Fiscal Year
Arkansas	1	0	0
Arizona	2	0	0
Florida	2	2	0
Ohio	1	0	0
Pennsylvania	2	0	0
Texas	2	2	0
Utah	2	0	0
Total	12	4	0

Exhibit E lists the contact information for each franchisee in our System. Some franchisees have purchased multiple territories.

During our last fiscal year, no franchisee has had an outlet terminated, canceled, not renewed, or has otherwise voluntarily or involuntarily ceased to do business under the franchise agreement or has not communicated with us within 10 weeks of the date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three 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.

There are no trademark-specific franchisee organizations associated with the franchise system being offered in this Franchise Disclosure Document.

ITEM 21:
FINANCIAL STATEMENTS

[Our unaudited financial statements dated February 28, 2025, are included in Exhibit C.](#) The audited financial statements of our Parent, Home Run Holdings LLC, dated January 24, 2025, are included in

~~included in~~ Exhibit C. Neither we nor our Parent have been in business for three years or more and cannot include all the required financial statements. Our fiscal year end is October 31. Parent’s Guarantee of Performance for our obligations to franchisees is included in Exhibit C.

ITEM 22:
CONTRACTS

Copies of all proposed agreements regarding the franchise offering are included in this Disclosure Document, as follows:

Exhibit B – The Franchise Agreement and all attachments to it Automated Clearing House Payment Authorization; General Release; Statement of Ownership Interests in Franchisee/Entity; Internet Advertising, Social Media, and Telephone Account Agreement; Confidentiality and Non-Compete Agreement; Receipt of Operations Manual and Confidentiality Agreement; Form of Non-Disclosure and Non-Use Agreement; Addenda Required by Certain States; Franchise Fee and Territory Description

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

ITEM 23:
RECEIPT

A receipt in duplicate is attached to this Disclosure Document as Exhibit H. You should sign both copies of the receipt. Keep one copy for your own records and return the other signed copy to Thomas Scott, Up Closets Franchising LLC, 370 Mallory Station Dr, Suite 501, Franklin, Tennessee 37067, or by scanning a copy of the signed and dated receipt and emailing it to us at info@upclosets.com. We may request that you sign, date and return the receipt by means of DocuSign.

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

We intend to register this Disclosure Document as a “license” or “franchise” in some or all of the following states, in accordance with the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in that state:

State	State Agency	Agent for Service of Process
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reserves the right not to enter into a Successor Franchise Agreement with Franchisee as a result of a decision to withdraw from the Territory in which the Franchised Business is located.

6. FEES.

6.1. ~~Initial Franchise and Royalty Fees~~. As part of the consideration for the

right to operate the Franchised Business granted herein, Franchisee shall pay to Franchisor the following fees:

6.2. Initial Franchise Fee. Franchisee will pay Franchisor a non-refundable franchise fee in the amount specified on Attachment 10 when this Agreement is signed. The Initial Fee is fully earned at the time this Franchise Agreement is signed and is not refundable under any circumstances. Franchisee shall pay the full amount of the Initial Fee to Franchisor upon Franchisee's execution of this Agreement.

6.3. Royalty Fee. Franchisee will pay Franchisor, monthly throughout the Term, a royalty fee equal as set forth on the following chart (the "Royalty Fee"):

Single Territory (Approximately 500,000 population)

Year 1	\$1,000 per month
Year 2+	\$2,000 per month

Double Territory (Approximately 1,000,000 population)

Year 1	\$1,500 per month
Year 2+	\$3,000 per month

Triple Territory (Approximately 1,500,000 population)

Year 1	\$2,000 per month
Year 2+	\$4,000 per month

Beginning March 1, 2028, and every three (3) years thereafter during the Term, the Year 3+ amount shown in the applicable table will increase by the lesser of (i) five percent (5.00%) or (ii) the percentage change in the Consumer Price Index for Urban Consumers, All Items (CPI-U, 1982-84=100) between the index for the month of January immediately preceding the adjustment date and either (A) January 2024 on the first adjustment, or (B) January of the year of adjustment.

6.4. Brand Fund Contribution. Franchisor has not yet established a Brand Fund

ATTACHMENT 1

TRADEMARKS

Home Run Franchising LLC, or its successor, (“Licensor”) is the owner of the Marks and has granted us the exclusive right to use the Marks and license to others the right to use the Marks in the operation of an Up Closets outlet in accordance with the System. The Franchise Agreement grants you the right to operate your Franchised Business under Up Closets Marks, as described below.

Licensor has registered the following Marks on the Principal Register of the United States Patent and Trademark Office:

Mark	Registration Number	Registration Date	Register
	7,590,223	December 3, 2024	Principal
			
Up Closets	7,590,082	December 3, 2024	Principal

By: _____
Title:

Attest: _____

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF HAWAII

This “Addendum” is made and entered into by and between Up Closets Franchising LLC, a Tennessee limited liability company (“we”, “our” or “us”), as franchisor and _____, a _____ (“you”), as franchisee, to amend and supplement that certain Franchise Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. You acknowledge that your failure to pay the Initial Franchise Fee when due is a material default under the Franchise Agreement, and we can suspend providing services to you and cause approved suppliers to suspend providing goods and services to you until we receive the Initial Franchise Fee.
2. ~~No~~ Notwithstanding Section 6.2 and Attachment 10 of the Franchise Agreement, the Initial Franchise Fee shall be payable when you open the Franchised Business, and we have fulfilled all of our pre-opening obligations to you under the Franchise Agreement.
3. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
34. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of Hawaii.

(Signatures Appear on Following Page)

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

FRANCHISOR:

UP CLOSETS FRANCHISING LLC

terminated, Franchisee will be liable to Franchisor for damages and losses Franchisor suffers from such early termination. Franchisee agrees to remain liable for all obligations and claims under the Franchise Agreement, including obligations surviving termination of the Franchise Agreement, and other damages suffered by Franchisor arising out of Franchisee's breach or default. At the time of such termination of the Franchise Agreement, Franchisee agrees to pay to Franchisor upon demand compensation for all damages, losses, costs and expenses (including reasonable attorney's fees) incurred by Franchisor and/or amounts which would have otherwise been payable for and during the remainder of the unexpired term of the Franchise Agreement but for such termination."

2. The following language is added to the end of Section 20.6 of the Franchise Agreement:

"Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota. Nothing in the Franchise Agreement or Franchise Disclosure Document can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, 2087, Chapter 80C, or Franchisee's rights to any procedure, forum or remedies provided for by the laws of Minnesota."

3. Notwithstanding anything to the contrary in the Franchise Agreement, no release language in the Franchise Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota.
4. Nothing in the Franchise Agreement shall in any way abrogate or reduce any rights of Franchisee as provided for in the Minnesota Statutes, Chapter 80C. Minnesota Statutes §80C.14, subdivisions 3, 4 and 5 require that Franchisee be given at least 90 days written notice in advance of termination (with 60 days to cure) and 180 days written notice for non-renewal of the Franchise Agreement, except that the notice shall be effective immediately for certain grounds.
5. We will protect the Franchisee's right to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit, or demand regarding the use of the name.
6. Any limitations on claims are amended to conform to Minnesota Statutes, Section 80C.~~12~~, ~~subdivision 1(g).~~[17](#).
- [7. Insufficient fund checks are governed by Minn. Stat. 604.113, which puts a cap of \\$30 on service charges.](#)

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

All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of Minnesota.

(Signatures Appear on Following Page)

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

FRANCHISOR:

UP CLOSETS FRANCHISING LLC

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO
THE NEW YORK GENERAL BUSINESS LAW

-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
EXPRESSED HIS OR HER OPINION WITH REGARD TO THE CONTENT OR FORM.

Up Closets Franchising LLC

Income Statement

November 2024 - February 2025

	<u>Nov-24</u>	<u>Dec-24</u>	<u>Jan-25</u>	<u>Feb-25</u>	<u>Total</u>
	<u>\$ 58,000.00</u>	<u>\$ 77,510.81</u>	<u>\$ 62,470.95</u>	<u>\$ 40,900.00</u>	<u>\$ 238,881.76</u>
					<u>7,180.00</u>
	<u>1,275.00</u>	<u>2,465.00</u>	<u>1,020.00</u>	<u>2,420.00</u>	<u>0.00</u>
	<u>11,489.33</u>	<u>19,004.95</u>	<u>19,648.90</u>	<u>14,083.96</u>	<u>64,227.14</u>
	<u>1,267.41</u>				<u>1,267.41</u>
	<u>1,305.00</u>	<u>0.00</u>	<u>1,305.00</u>	<u>2,785.00</u>	<u>5,395.00</u>
	<u>9,184.43</u>	<u>12,732.44</u>	<u>16,200.16</u>	<u>15,676.53</u>	<u>53,793.56</u>
Income					
MONTHLY FEES					
Initial Marketing Fees	<u>\$ 22,500.00</u>	<u>\$ 37,500.00</u>	<u>\$ 22,500.00</u>	<u>\$ -</u>	<u>\$ 82,500.00</u>
Royalties	<u>20,900.00</u>	<u>23,850.00</u>	<u>23,850.00</u>	<u>25,050.00</u>	<u>93,650.00</u>
Technology Fees	<u>14,600.00</u>	<u>16,160.81</u>	<u>16,120.95</u>	<u>15,850.00</u>	<u>62,731.76</u>
Total MONTHLY FEES	<u>\$ 58,000.00</u>	<u>\$ 77,510.81</u>	<u>\$ 62,470.95</u>	<u>\$ 40,900.00</u>	<u>\$ 238,881.76</u>
Total Income	<u>\$ 58,000.00</u>	<u>\$ 77,510.81</u>	<u>\$ 62,470.95</u>	<u>\$ 40,900.00</u>	<u>\$ 238,881.76</u>
Gross Profit					
Expenses					
FRANCHISE OPERATIONS					
FRANCHISE SUPPORT					
Company Cam & Review Harvest					
Dashboard & Reporting					
Initial Marketing Expense					
Other Unit					
Expenses					
SEO and GMB					
Workiz Fees					
Total Franchisee Unit Expenses	<u>\$ 24,521.17</u>	<u>\$ 34,202.39</u>	<u>\$ 38,174.06</u>	<u>\$ 34,965.49</u>	<u>\$ 131,863.11</u>
Software Subscriptions	<u>691.94</u>	<u>1,594.75</u>	<u>3,239.78</u>	<u>2,367.74</u>	<u>7,894.21</u>
Trainers	<u>0.00</u>		<u>2,500.00</u>		<u>2,500.00</u>
Training Meals	<u>85.62</u>	<u>341.62</u>	<u>2,298.94</u>	<u>495.72</u>	<u>3,221.90</u>
Training Supplies	<u>2,537.29</u>		<u>1,430.17</u>		<u>3,967.46</u>
Total Training	<u>\$ 3,314.85</u>	<u>\$ 1,936.37</u>	<u>\$ 9,468.89</u>	<u>\$ 2,863.46</u>	<u>\$ 17,583.57</u>
Vans & Autos					<u>0.00</u>

Vehicle Fuel	180.96	70.31	68.38	59.10	378.75
Vehicle Repairs & Maintenance			293.18		293.18

Total Vans & Autos	\$ 180.96	\$ 70.31	\$ 361.56	\$ 59.10	\$ 671.93
Website & Hosting					0.00

	\$ 635.15	\$ 0.00	\$ 1,513.00	\$ 0.00	\$ 2,148.15
					0.00
	71.01	71.01	71.01	225.12	438.15
	626.00	1,360.00	165.00	122.00	2,273.00
	1,564.62	2,187.54	793.16	1,031.10	5,576.42
	9.00	212.64			221.64
			1,029.17	\$ 1	0.00
			2,516.95	689.60	3,206.55
	\$ 0.00	\$ 0.00	\$ 2,516.95	\$ 689.60	\$ 3,206.55
					0.00
	12,000.00	0.00	6,000.00	6,000.00	24,000.00
	10,000.00			5,000.00	15,000.00
	0.00	0.00			0.00

Total FRANCHISE SUPPORT	\$ 28,016.98	\$ 36,209.07	\$ 48,004.51	\$ 37,888.05	\$ 150,118.61
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OCCUPANCY					0.00
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Rent	635.15		1,513.00		2,148.15
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Total OCCUPANCY OFFICE & ADMIN

Accounting Software & Subscriptions

Bank & Credit Card Fees

Office Supplies Taxes & Licenses

Total OFFICE & ADMIN

PERSONNEL

Health Insurance Total Employee Benefits Employee Expenses

Employee Salaries & Wages Staff Training & Development

Payroll Tax

Total Employee Expenses	\$ 22,000.00	\$ 0.00	\$ 6,000.00	\$ 11,000.00	\$ 39,000.00
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Total PERSONNEL	\$ 22,000.00	\$ 0.00	\$ 8,516.95	\$ 11,689.60	\$ 42,206.55
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Total FRANCHISE OPERATIONS	\$ 52,922.76	\$ 40,040.26	\$ 59,063.63	\$ 50,955.87	\$ 202,982.52
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Total Expenses	\$ 52,922.76	\$ 40,040.26	\$ 59,063.63	\$ 50,955.87	\$ 202,982.52
Net Operating Income	\$ 5,077.24	\$ 37,470.55	\$ 3,407.32	-\$ 10,055.87	\$ 35,899.24
Other Income					
FRANCHISE SALES					0.00
Franchise Fee Down-payments	156,000.00	395,000.00	195,000.00		746,000.00
Franchise Fee Installments					0.00
Total FRANCHISE SALES	\$ 156,000.00	\$ 395,000.00	\$ 195,000.00	\$ 0.00	\$ 746,000.00
Total Other Income	156,000.00	\$ 395,000.00	\$ 195,000.00	\$ 0.00	\$ 746,000.00
Other Expenses					
FRANCHISE DEVELOPMENT					0.00
Conferences & Trade Shows				-8,000.00	-8,000.00
Dues & Subscriptions			4,443.89		4,443.89
Facebook Advertising					0.00
Total Fran Dev Advertising	\$ 0.00				
Fran Dev Sales Retainers					0.00
Broker Sales Retainer	5,832.92	6,082.92	332.92	3,082.92	15,331.68
Sales Commissions	44,750.00	228,000.00	95,000.00		367,750.00
Total Fran Dev Sales Retainers	\$ 50,582.92	\$ 234,082.92	\$ 95,332.92	\$ 3,082.92	\$ 383,081.68
Fran Dev Travel					0.00
Airfare			5,057.11	2,079.87	7,136.98
Car Rentals & Ride Share				30.11	30.11
Hotels			2,320.92	1,048.59	3,369.51
Travel Meals				475.94	475.94
Total Fran Dev Travel	\$ 0.00	\$ 0.00	\$ 7,378.03	\$ 3,634.51	\$ 11,012.54
Legal & Professional					0.00
Accounting & Audits	6,000.00				6,000.00
Legal Fees	5,000.00	18,425.00	6,600.00	3,000.00	33,025.00
Total Legal & Professional	\$ 11,000.00	\$ 18,425.00	\$ 6,600.00	\$ 3,000.00	\$ 39,025.00
Meals & Entertainment (Clients)	596.20	690.77	2,681.58	1,358.09	5,326.64
Sales Software Subscriptions					0.00
Total FRANCHISE DEVELOPMENT	\$ 62,179.12	\$ 253,198.69	\$ 116,436.42	\$ 3,075.52	\$ 434,889.75
Total Other Expenses	\$ 62,179.12	\$ 253,198.69	\$ 116,436.42	\$ 3,075.52	\$ 434,889.75
Net Other Income	\$ 93,820.88	\$ 141,801.31	\$ 78,563.58	-\$ 3,075.52	\$ 311,110.25
Net Income	\$ 98,898.12	\$ 179,271.86	\$ 81,970.90	-\$ 13,131.39	\$ 347,009.49

Up Closets Franchising LLC

Balance Sheet

As of February 28, 2025

Total

ASSETS

Current Assets

Bank Accounts

UC Operating 5239	\$ 10,953.86
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<u>Total Bank Accounts</u>	<u>10,953.86</u>
<u>Accounts Receivable</u>	
<u>Accounts Receivable (A/R)</u>	<u>116,450.00</u>
<u>Total Accounts Receivable</u>	<u>116,450.00</u>
<u>Other Current Assets</u>	
<u>Total Current Assets</u>	<u>105,496.14</u>
<u>Fixed Assets</u>	
<u>Office Build-out</u>	<u>1,751.28</u>
<u>Total Fixed Assets</u>	<u>1,751.28</u>
<u>Other Assets</u>	
<u>Franchise Fee Receivable</u>	
<u>UC Adam Disbrow - Chattanooga TN</u>	<u>18,000.00</u>
<u>UC Catherine Smith - Boca Raton</u>	<u>10,000.00</u>
<u>UC Kyle Foster - Vero Beach Expansion</u>	<u>34,000.00</u>
<u>UC Nicholas Sossamon - Union County SC</u>	<u>26,000.00</u>
<u>Total Franchise Fee Receivable</u>	<u>88,000.00</u>
<u>Related Party Advances (Funding)</u>	<u>104,523.08</u>
<u>Total Other Assets</u>	<u>192,523.08</u>
<u>TOTAL ASSETS \$</u>	<u>321,678.22</u>
<u>LIABILITIES AND EQUITY</u>	
<u>Liabilities</u>	
<u>Current Liabilities</u>	
<u>Accounts Payable (A/P)</u>	<u>\$ 181,167.80</u>
<u>Total Accounts Payable</u>	<u>181,167.80</u>
<u>Other Current Liabilities</u>	
<u>Total Current Liabilities</u>	<u>181,167.80</u>
<u>Total Liabilities</u>	<u>181,167.80</u>
<u>Equity</u>	
<u>Opening Balance Equity</u>	<u>2,000.00</u>
<u>Owner Equity</u>	<u>4,587.26</u>
<u>Affiliate Funding</u>	<u>53,907.27</u>
<u>Dryer Vent Superheroes Funding</u>	<u>(31,502.07)</u>
<u>Lighting Squad Funding</u>	<u>(4,485.00)</u>
<u>Total Affiliate Funding</u>	<u>17,920.20</u>
<u>Other Owner Funding</u>	<u>13,950.00</u>
<u>Brand Journalists Funding</u>	<u>(293,110.65)</u>
<u>Home Run Funding</u>	<u>(311,519.81)</u>
<u>Owner Contribution</u>	<u>3,411.45</u>
<u>Owner Pay & Personal Expenses</u>	<u>(64,160.92)</u>
<u>Pelican Franchising Funding</u>	<u>(80,250.43)</u>

Total Other Owner Funding	(731,680.36)
Total Owner Equity	(709,172.90)
Retained Earnings	495,673.83
Net Income	352,009.49
Total Equity	140,510.42
TOTAL LIABILITIES AND EQUITY	\$ 321,678.22

Form E – Guarantee of Performance

GUARANTEE OF PERFORMANCE

For value received, Home Run Holdings, LLC _____, a Tennessee limited liability company (the “Guarantor”), located at 370 Mallory Station Lane, Suite 501, Franklin, TN 37067 _____, absolutely and unconditionally guarantees to assume the duties and obligations of _____ Up Closets Franchising, LLC _____, located at 370 Mallory Station Lane, Suite 501, Franklin, TN _____ (the “Franchisor”), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its _____ 2025 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at _____ Franklin _____, TN _____ on the _____ day of _____, 2025. 2/21/2025 | 8:07 AM CST

Guarantor: _____
Home Run Holdings, LLC _____
By: Thomas Scott _____
Name: Thomas Scott _____
Title: CEO _____

EXHIBIT D

OPERATIONS MANUAL TABLE OF CONTENTS

RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

4. BASED ON THE AUDITED FINANCIAL STATEMENT OF THE FRANCHISOR, THE STATE OF HAWAII HAS IMPOSED A DEFERRAL OF THE PAYMENT OF ALL INITIAL FEES AND DEPOSITS OWED TO FRANCHISOR OR ITS AFFILIATES BY FRANCHISEE UNTIL ALL INITIAL OBLIGATIONS OWED TO FRANCHISEE UNDER THE FRANCHISE AGREEMENT HAVE BEEN FULFILLED BY FRANCHISOR AND FRANCHISEE HAS COMMENCED DOING BUSINESS.

5. Items 5 and 7 of the Disclosure Document are amended to state that the Initial Franchise Fees payable when you sign the Franchise Agreement, as well as all other fees and deposits payable to us or our Affiliates, are deferred until you open the Franchised Business.

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

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of Minnesota:

Minnesota Statute 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchiser from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statute ~~80C.01~~80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of the State of Minnesota or in the case of a partnership or corporation, organized or incorporated under the laws of the State of Minnesota, or purporting to bind a person acquiring any franchise to be operated in the State of Minnesota to waive compliance or which has the effect of waiving compliance with any provision of the Minnesota Franchise Law is void.

Minnesota statute §80C14 provides: It shall be deemed unfair and inequitable for any person to:

- (A) Terminate or cancel a franchise without first giving written notice setting forth all the reasons for the termination or cancellation to the Franchisee at least 90 days in advance of termination or cancellation, and the recipient of a notice fails to correct the reasons stated for cancellation or termination within 60 days within receipt of the notice, except that the notice shall be effective immediately upon receipt where the alleged grounds are:
 - (i) Voluntary abandonment of the franchise relationship by the Franchisee;
 - (ii) The conviction of the Franchisee of an offense directly related to the business conducted pursuant to the franchise; or
 - (iii) Failure to cure a default under the Franchise Agreement which materially impairs the goodwill associated with the Franchisor's trade name, Trademark, service mark, logotype or other commercial symbol after the Franchisee has received written notice to cure of at least 24 hours in advance thereof;
- (B) Terminate or cancel a franchise except for good cause. "Good cause" shall be failure by the Franchisee substantially to comply with reasonable requirements imposed upon him by the franchise including, but not limited to:
 - (i) The bankruptcy or insolvency of the Franchisee;

- (ii) Assignment for the benefit of creditors or similar disposition of the assets of the franchise business;
 - (iii) Voluntary abandonment of the franchise business;
 - (iv) Conviction or a plea of guilty or no contest to a charge of violating any law relating to the franchise business; or
 - (v) Any act by, or conduct of, the Franchisee which materially impairs the goodwill associated with the Franchisor's Trademark, trade name, service mark, logotype or other commercial symbol.
- (C) Unless the failure to renew the franchise is for good cause as defined in clause (B), Franchisor may not fail to renew a franchise unless (i) the Franchisee has been given written notice of the intention not to renew at least 180 days in advance thereof and (ii) has been given an opportunity to operate the franchise over a sufficient period of time to enable the franchisee to recover the fair market value of the franchise as a going concern measured from the date of the failure to renew. No franchisor may refuse to renew a franchise if the refusal is for the purpose of converting the franchisee's business premises to an operation that will be owned by the franchisor for its own account.

A franchisor may not unreasonably withhold consent to an assignment, transfer, or sale of the franchise where the assignee meets the present qualifications and standards required of other franchisees.

Item 13 is modified as follows: The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee's use of a franchisor's trademark except in accordance with the requirements of the franchise agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01 – 80C.22.

Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. The ~~franchiser~~[franchisor](#) will protect the franchisee's rights to use the trademarks, service marks,

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of Virginia:

1. The following is added to Item 17(h):

- (a) Any provision in any of the contracts that you sign with the Franchisor which provides for termination of the franchise upon the bankruptcy of the Franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. 101 et. seq.).
- (b) Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act (the “Virginia Act”), it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement and/or the Development Agreement do not constitute reasonable cause, as that term may be defined in the Virginia Act or the laws of Virginia, that provision may not be enforceable.

2. [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.](#)

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

ADDENDUM TO THE DISCLOSURE DOCUMENT PURSUANT TO
THE WISCONSIN FRANCHISE INVESTMENT LAW

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of Wisconsin.

1. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES OF THE STATE OF WISCONSIN.

2. The following applies to Franchise Agreements in the State of Wisconsin:

- (a) The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 (the Act), shall apply to and govern the provisions of Franchise Agreements issued in the State of Wisconsin.

STATE EFFECTIVE DATES

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

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

State	Registration Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending March 16, 2025
Michigan	Pending January 28, 2025
Minnesota	Pending
New York	Pending
North Dakota	Pending March 16, 2025
Rhode Island	Pending January 30, 2025
South Dakota	Pending
Virginia	Pending
Wisconsin	Pending March 18, 2025

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.

Printed Name: _____

You may return the signed, dated receipt by mailing it to Up Closets Franchising LLC, 370 Mallory Station Dr, Suite 501, Franklin, Tennessee 37067, by scanning a copy of the signed, dated receipt to UpClosets at info@upclosets.com, or by signing, dating and returning by DocuSign.

4926-7124-7630

RECEIPT

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

If Up Closets Franchising LLC (“Up Closets”) offers you a franchise we must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Iowa requires that we give you this Disclosure Document at the earlier of the first personal meeting or 14 days before you sign a binding contract or pay any consideration. Connecticut and Michigan require 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 Up Closets does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to the applicable state agency listed on Exhibit A.

Up Closets is located at 370 Mallory Station Dr, Suite 501, Franklin, Tennessee 37067. Its telephone number is (615) 483 – 4923. The name, principal business address, and telephone number of each Franchise Seller offering the Franchise are: Thomas Scott, 370 Mallory Station Dr, Suite 501, Franklin, Tennessee 37067, (615) 483 – 4923, and Ari O’Brien, 8632 Copper Mountain Ave., Las Vegas NV 89129, (702) 9829774.

Issuance Date: February 18, 2025

I received a Disclosure Document dated February 18, 2025, that included the following Exhibits:

EXHIBIT A: State Administrators and Agents for Service of Process

EXHIBIT B: Franchise Agreement including forms of Automated Clearing House Payment Authorization; General Release; Statement of Ownership Interests in Franchisee/Entity; Internet Advertising, Social Media, and Telephone Account Agreement; Confidentiality and Non-Compete Agreement; Receipt of Operations Manual and Confidentiality Agreement; ~~Form of~~ Non-Disclosure and Non-Use Agreement; Addenda

Required by

Certain States; Franchise Fee and Territory Description

EXHIBIT C: Financial Statements and Guarantee of Performance

EXHIBIT D: Operations Manual Table of Contents

EXHIBIT E: Names and Addresses of Franchisees

EXHIBIT F: Forms of Closing Acknowledgment
EXHIBIT G Addenda Required by Certain States
EXHIBIT H: Receipts

Date of Signature Signature of Prospective Franchisee (for the prospective franchisee and any corporation,
partnership or other business entity having or proposed to have an interest
in the franchise or any proposed franchised location)

Printed Name: _____

You may return the signed, dated receipt by mailing it to Up Closets Franchising LLC, 370 Mallory
Station Dr, Suite 501, Franklin, Tennessee 37067, by scanning a copy of the signed, dated receipt to
UpClosets at info@upclosets.com, or by signing, dating and returning by DocuSign.

4926-7124-7630