

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

To simplify the language in this Franchise Disclosure Document “**Mosquito Authority**,” “we” or “us” means Main Line Brands LLC, the “**Franchisor**”. “**You**” means the individual, corporation, partnership or other business entity that buys the franchise, the “**Franchisee**.” If you are a business entity, “**You**” includes your owners.

**The Franchisor and Our Parents, Predecessors and Affiliates**

Franchisor

The Franchisor is Main Line Brands LLC, a Delaware limited liability company, originally formed as Authority Franchising, LLC on September 10, 2020, and which changed its name to Main Line Brands LLC effective on March 18, 2021. We conduct business under the names “Mosquito Authority” and “Pest Authority” as well as the name “Fitness Machine Technicians FMT”. We do not do business under any other name. Our principal business address is 2359 Perimeter Pointe Parkway, Suite 250, Charlotte, North Carolina 28208. Our agents for service of process are listed in Exhibit D.

We began offering franchises for Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Businesses in October 2020. As of December 31, 2023, there were 549 franchised Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Businesses.

In February 2022, we purchased all the stock of a former single territory franchisee named The Mosquito Authority, Inc., which had been owned by the wife of our founder and current Manager of Holdings and which had operated one Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Business in Hickory, North Carolina since April 2011. We operate this Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Business in Hickory, North Carolina as a company-owned location. We purchased a second previously-franchised Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Business in West Chester, Pennsylvania in 2023 but resold it to another franchisee in 2024 ~~such that as of the date of this Disclosure Document we~~. We currently only operate one Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Business in Hickory, North Carolina. See Item 21.

Through a separate franchise offering, we also currently offer and sell franchises for “Pest Authority” businesses that offer outdoor and indoor pest control services and equipment, including but not limited to the application of repetitive application pest elimination and control systems for both residential and commercial use (including commercial Fly control), under the “Pest Authority” and related trademarks and service marks (“**Pest Authority Businesses**”). We began offering franchises for Pest Authority Businesses in October 2020. As of December 31, 2023, there were 286 franchised Pest Authority businesses. We also opened 1 Pest Authority Business ourselves in 2023 in Hickory, North Carolina where we have had our company-owned Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Business.

Through another separate franchise offer, we also currently offer and sell franchises for the Fitness Machine Technician franchise system in the United States, which are businesses that provide maintenance and repair services for exercise equipment under the name and mark “FMT” or “Fitness Machine Technicians FMT”. In May 2022, we purchased all the outstanding stock in both Proexco, LLC, a Pennsylvania limited liability company formed on October 14, 2011 (“**Proexco**”) and DP and Partners, LLC, a Pennsylvania limited liability company formed on April 28, 2020 (“**DP**”). Proexco began offering FMT franchises in 2012 under the name “Exertech”, before rebranding in 2015 as “Fitness

Machine Technicians FMT”, and did so until May 2023. DP was the franchisor for the FMT franchise system in Canada from late 2020 until September 2023. We began offering franchises for Fitness Machine Technician franchises in the United States in May 2023 and in Canada in September 2023. In the same transaction, we purchased all the outstanding stock of Powersmith, LLC, a Pennsylvania limited liability company that operates a company-owned FMT business in and around Philadelphia, Pennsylvania. As of December 31, 2023, there were 120 franchised Fitness Machine Technicians FMT businesses. Proexco, DP and Powersmith, LLC have principals at both our principal business address and at 134 Pennsylvania Ave., Malvern, Pennsylvania 19355.

### Parents and Affiliates

Our direct parent is Main Line Brands Holdings LLC, a Delaware limited liability company originally formed as Authority Franchising Holdings, LLC on September 10, 2020, and which changed its name to Main Line Brands Holdings LLC effective on March 18, 2021 (“**Holdings**”). Holdings is majority owned and controlled by Authority Franchising Partners, LLC, a Delaware limited liability company formed on September 10, 2020 (“**Partners**”). Partners is ultimately controlled by Susquehanna Private Capital Fund II, LLP, a Delaware limited liability partnership formed on December 27, 2019 (“**Susquehanna**”).

The current principal business address for Holdings is 2359 Perimeter Pointe Parkway, Suite 250, Charlotte, North Carolina 28208. The current principal business address for Partners and Susquehanna is 401 E. City Ave., Bala Cynwyd, PA 19004. Neither Holdings, Partners nor Susquehanna has ever operated or franchised any Mosquito Authority Businesses or Pest Authority Businesses, nor have any of them franchised any other businesses.

Susquehanna became the indirect parent of Soccer Shots Franchising, LLC, a Pennsylvania limited liability company formed on January 15, 2005, effective December 31, 2021. Soccer Shots Franchising, LLC has offered franchises for the “Soccer Shots” brand since February 1, 2005. The current principal business address of Soccer Shots Franchising, LLC is 401 E. City Avenue #220, Bala Cynwyd, PA 19004.

Susquehanna became the indirect parent of Little Kickers Canada Management ULC, a British Columbia unlimited liability company, on October 21, 2022. Little Kickers Canada Management ULC and its affiliates, including Little Kickers International Holdings ULC and Little Kickers Franchising Ltd and Little Kickers Canada Operations ULC, own, operate and franchise the Little Kickers system in the United Kingdom, Canada and certain other countries in the world. The current principal business address of Little Kickers Canada Management ULC is 401 City Ave., Bala Cynwyd, PA 19004.

### Predecessors

On October 9, 2020, Holdings purchased all of the Mosquito Authority system assets of our immediate predecessor TMAFS, LLC, a North Carolina limited liability company organized on October 17, 2016 (“**TMAFS**”) along with all of the Pest Authority system assets of our past affiliate Pest Authority LLC, a North Carolina limited liability company, formed on October 21, 2016 (“**PALLC**”).

TMAFS acquired all of the then current Mosquito Authority system assets on January 25th, 2018 from our prior predecessor TMA Franchise Systems, Inc. (“**TMA**”), a North Carolina corporation incorporated on December 2, 2011, when TMA merged into TMAFS. TMA acquired all of the then current Mosquito Authority system assets from TMA Franchise System, Inc., a North Carolina corporation incorporated on October 2, 2009 and dissolved in December 2011 (“**Original TMA**”).

OLD TMA offered franchises for Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty

Franchise Agreement. Your Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Business must offer all authorized services and products. We reserve the right to add, modify, or delete any services or products that you must offer or sell at your Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Business at any time in our sole discretion. You must also obtain all necessary permits, licenses and approvals to operate your Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Business. As noted above, you are not currently authorized to offer commercial Fly control services.

We offer a Full-Size Franchise or a Hometown Franchise to those who meet our then current standards and qualifications, in our determination. The only difference between a Full-Size Franchise and a Hometown Franchise is that a Hometown Franchise territory contains fewer single-family dwellings and therefore pays a reduced Initial Franchise Fee. The initial investment and other fees and costs are the same. The specific type of Franchise you will purchase and the specific Initial Franchise Fee you pay will be described in your Franchise Agreement.

As a Full-Size Franchise or Hometown Franchise operator, you may operate one Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Business for each Franchise Agreement you sign with us.

For Full-Size Franchises, we will use commercially reasonable efforts to grant only one license to a franchisee for every 35,000 single-family dwellings (or incremental portion thereof) in a designated geographical area with household incomes above \$75,000. Should a geographic area have a median income of less than \$75,000, we will make sure that there are at least 35,000 single family dwellings above the median income of all households in the designated geographic area at the time you sign your Franchise Agreement. For Hometown Franchises, we take into account the number of single-family dwellings and median income, but we do not have any specific minimum level of single-family dwellings or median income in a specific geographic area for a Hometown Franchise since this type of Hometown Franchise is meant to serve a smaller community. We will use the most recent population information available in the U.S. Census Data, or other population statistical sources of our choosing to determine populations and incomes. We reserve the right to change, modify, or delete the Population Limits in our sole discretion.

We and you must agree upon a location for a chemical storage facility within 120 days of signing your Franchise Agreement, or your Franchise Agreement may be terminated.

Our Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Businesses differ from the Pest Authority Businesses that we currently franchise through a separate franchise offering primary due to the Products and Services offered. Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Business currently focus on outdoor mosquito, tick, fly and spotted lanternfly elimination and control systems for both residential and commercial use (excluding commercial Fly control). Pest Authority Businesses typically target outdoor and indoor pests that include certain types of ants, centipedes, millipedes, cockroaches, crickets, earwigs, ground beetles, pill bugs, rats, mice, spiders, sowbugs, silverfish, fleas, wasps, certain types of bees, moths (grain, Indian-meal and flour), carpet beetles and pantry pests, and other pests we designate in the future) (collectively, “**Other Pests**”) as well as commercial Fly control, and perform related moisture control services. Pest Authority Businesses do not typically target carpenter, fire and pharaoh ants or honey and carpenter bees and hornets (unless they can possibly be reached on a first floor), and Pest Authority Businesses are not permitted to target mosquitos, ticks, flies (except for commercial fly control) or spotted lantern flies unless specifically agreed by us in writing. You will have no right to offer or sell the types of products and services targeting Other Pests offered by Pest Authority Businesses, and Pest Authority Businesses will have no right to offer or sell mosquito, tick, fly and spotted lantern fly elimination and control systems (except for commercial Fly control). You will not receive any rights or protections related to the development or operation of Pest Authority Businesses targeting Other Pests in or around your Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty

**ITEM 7  
ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT**

**\*For a Hometown Franchise and Full-Size Franchise**

<b>TYPE OF EXPENDITURE (1)</b>	<b>AMOUNT</b>	<b>METHOD OF PAYMENT</b>	<b>WHEN DUE</b>	<b>TO WHOM PAYMENT IS TO BE MADE</b>
Initial Franchise Fee (2)	*\$25,000 to \$45,000	Lump sum	Upon signing Franchise Agreement	Us
Pre-Opening Marketing Package & First Year Spend	\$15,000 to \$25,000	As Incurred	On receipt of invoice	Us
Expenses During Initial Training (3)	\$1,000 to \$1,500	As incurred	During training	Transportation and lodging suppliers
Computer Hardware and Technology Fees (4)	\$1,000 to \$2,000	Lump Sum	On receipt of invoice	Us
Opening Inventory (5)	\$2,500 to \$5,000	Lump Sum	On receipt of invoice	Us
Storage Facility for inventory and equipment (6)	\$0 to \$200	As incurred	Monthly or Annually	Lessor
Vehicle (7)	\$0 to \$30,000	Monthly fee or lump sum	Varied terms	Auto Dealer

Insurance (9) (annual premium)	\$2,500 to \$4,000	As agreed to with insurance agent	Before beginning operations	Insurance agent
Additional Funds for first three months of operation (10)	\$3,000 to \$10,000	As incurred	As incurred	Suppliers, utilities
<b>Total (11)</b>	<b>\$54,000 to \$127,700</b>			

Notes:

*\*The only difference between a Full-Size Franchise and a Hometown Franchise for purposes of your initial investment is that a Hometown Franchise territory contains fewer single-family dwellings and therefore pays a reduced Initial Franchise Fee. See Note 2 below.*

1. Expenditures. All fees imposed by us are non-refundable unless otherwise noted. Fees and expenses paid to vendors or other third parties may or may not be refundable depending on the arrangements you make with them.

2. Initial Franchise Fee. The Initial Franchise Fee is \$25,000 for a Hometown Franchise and \$45,000 for a Full-Size Franchise. The Initial Franchise Fee is due when you sign the Franchise Agreement and is non-refundable once paid except as otherwise provided in the Franchise Agreement. We may defer payment by you up to a maximum of ½ of the initial franchise fee at our sole discretion. You will sign a Financing Amendment to the Franchise Agreement and Promissory Note in the form attached as Attachment G to the Franchise Agreement. The Promissory Note calls for payment of the deferred portion of the initial franchise fee over a period of 36 months, at an interest rate of 8% annually, until such time as the balance is paid in full. See Item 10 for more details on the potential deferral of a portion of the initial franchise fee. We do not finance any other part of your initial investment.

3. Travel and Living Expenses During Initial Training. We provide Initial Training at our corporate office located in Charlotte, North Carolina or at another location designated by us. We include the cost of the Initial Training program for up to five people in the Initial Franchise Fee. You must pay for airfare, meals, transportation costs, salaries, benefits, lodging and incidental expenses for all initial training program attendees. The charge for additional attendees is \$1,500 per person. The range of fees for travel and living expenses during initial training in Item 7 ranges from \$1,000 for one person to \$1,500 for 3 people receiving training.

4. Computer Hardware and Technology. The estimated initial investment includes costs related to the purchase of specified computer hardware and software, including our required Dispatch Plus and/or Field Route Plus Software that you obtain from us. If we require, you must provide us with electronic access to certain daily information.

5. Inventory and Supplies. Your estimated initial inventory and supplies will typically include a minimal amount of pesticide, as well as apparel and equipment. We have the right to change the inventory and supplies at any time.

6. Storage Facility for Inventory and Equipment. If you do not own adequate storage space, you must lease space to store your inventory and supplies for your Mosquito, Tick, Fly and Spotted

10. Additional Funds, Start-Up Expenses and Working Capital. The estimate of additional funds for the initial phase of your Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Business is our estimate of the operating expenses you should expect to incur during the first three months of operations, not including any revenue generated by your Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Business. This estimate is based on the experience of the Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Business partially owned by one of our principals located in Hickory, North Carolina and our predecessors' experience franchising Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Businesses. This is for budgeting purposes only to account for unanticipated expenses. The estimate includes start-up expenses, working capital, utilities, telephone and office supplies, Monthly Fees, advertising, payroll costs, deposits, fees for city, state and local business licenses, business entity organization expenses, other prepaid expenses, accounting and professional fees, and other operational expenses. The estimate of additional funds does not include an owner's salary or draw. Nor does the estimate of additional funds include any taxes that you may pay. You should check with your local and state governmental agencies for any taxes that may be assessed. Most new franchisees do not hire employees during the initial period.

11. Total Estimated Initial Investment. These figures are estimates only. The high and low ranges of expense estimates included in the table above are based on the Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Business owned by one of our principals located in Hickory, North Carolina, as well as our estimate of nationwide costs and market conditions prevailing as of the date of this Franchise Disclosure Document. ~~The low amount is generally applicable for Hometown Franchises and the high amount is generally applicable for Full Size Franchises.~~

You should review these figures carefully with a business advisor before making any decision to purchase the Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Business.

## ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must establish and operate your Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Business in compliance with your Franchise Agreement and the standards and specifications contained in the Mosquito Authority confidential brand standards manuals and related materials (collectively, "**Brand Standards Manuals**") loaned to you by us.

You must provide specified services and sell specified products. The services include selling, designing, installing, servicing and providing pest elimination/control services ("**Services**"). The products include pest elimination/control systems and equipment, including misting systems ("**Products**"). We reserve the right to require that you sell additional or different Services and Products in your Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Business on thirty days prior written notice to you. You must provide the Services and sell the Products per our specifications and standards. We reserve the right to change standards and specifications on thirty days prior written notice to you. You may not offer or sell Services or Products related to Other Pests for residential and commercial use.

We have standards and specifications for your Storage Facility, equipment, apparel, uniforms, inventory, supplies, chemicals, forms, Products, Services, advertising materials and most other services and products used in, sold or provided through your Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Business ("**Required Items**"). We will notify you of our specifications and standards. To maintain our standards of consistent, high quality products, customer recognition, advertising support, value and uniformity in Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Businesses, you must purchase or lease all of your Required Items per our specifications and standards, only from us or our

4. Inform you of mandatory specifications, standards and procedures for the operations of your Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Business, as described in Item 8. (See Section 7.3(d) of the Franchise Agreement).

5. Research new Products, Services and methods and provide you with information concerning developments of this research. (See Section 7.3(e) of the Franchise Agreement).

6. Maintain the National Marketing Fund (if and when implemented) and use these funds to develop promotional and advertising programs for Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Businesses. (See Section 7.3(f) of the Franchise Agreement).

7. Provide advertising and marketing materials to you at our then-current price as set forth in the Manual. (See Section 7.3(g) of the Franchise Agreement).

8. We may, in our sole discretion, provide additional assistance. (See Section 7.3(h) of the Franchise Agreement). There may be additional charges for these services. Such charges will include the travel, food and living expenses of our employee(s) that provide such assistance, as well as a charge of \$750 to \$1,250 per day. If we provide additional assistance, we must agree in advance on the charges you will pay and the length of the visit. (See Item 6).

9. We will provide guidance to you, as we determine in our sole discretion, in determining the prices to be charged by you for Services or Products to Customers. We do not have control over the day-to-day managerial operations of your Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Business, and you are free to establish your own prices (See Section 8.3 of the Franchise Agreement).

We reserve the right, in our discretion, to delegate some or all of our pre-opening and continuing obligations under the Franchise Agreement to an Franchise Business Consultant with regional responsibility over the geographic area in which you operate your Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Business.

Except as listed above, we do not provide any additional assistance to you.

### **Initial Training**

Before the opening of your Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Business, we provide an initial training program. The initial training program is usually conducted at our corporate headquarters in Charlotte, North Carolina or elsewhere at our discretion. We may also conduct training via the internet utilizing training video and/or descriptive text. In addition, we may require that you complete various assessments and pre-training course study, and we may test you on the pre-training study materials during the initial training program. We generally start initial training programs once every two months, but will hold an unplanned initial training plan if the need arises.

At our discretion, you may also be required to spend additional time on location in the territory of an established franchisee for a period of up to 5 days at your expense.

Under the Franchise Agreement, before you begin operating your Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Business, you or, if you are not an individual, a “**Designated Business Manager**” must attend and successfully complete to our satisfaction our initial training program either online via the internet or in person at our corporate headquarters. You may have four additional people attend the initial training program at no additional training fee. If the Designated Business Manager's employment with you is terminated, you must designate a new Designated Business Manager who must

## **Website, Social Media and Internet**

We operate an Internet website that provides information about us and about Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Businesses generally, and about our franchising program. If you own multiple Territories under one or more Franchise Agreements, you will be required to maintain at least one website per Territory in which you are responsible for paying the monthly website to us or our affiliates. We have sole discretion and control over the website (including timing, design, contents and continuation). We currently require franchisees to provide us information on their Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Businesses so that we can create and maintain custom local interior website pages containing information about our franchisees' specific Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Businesses. If implemented by us, you must also pay to us or our selected vendors a monthly social media fee to create and manage local posts on social media outlets and manage your reputation. We reserve the right to modify or increase these fees upon notice to you based on our then current costs.

We may offer and sell Products and Services through the Internet website or other websites, including in your Territory. ~~See Item 12.~~ You will have no right, license, or authority to use any of the Marks on or in connection with our website or any other website, except as we provide in the Franchise Agreement.

Unless we agree in writing, neither you nor your owners, employees or agents may use the Marks or otherwise mention your Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Business or the Mosquito Authority System in connection with any business or personal uses of Social Media, which we define as any and all existing or future forms of electronic communication, whether for business or personal use (including via Internet forums, weblogs, social blogs, wikis, podcasts, pictures and videos) through which users create or use online networks or communities (including but not limited through online communities such as Facebook, Twitter, Instagram, SnapChat, LinkedIn, YouTube, Yelp or Wikipedia and other similar content sharing outlets) to share information, ideas, personal messages, and other online content.

In all cases, we have sole discretion and control over any profiles using or relating to the Marks, your Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Business or the Mosquito Authority System, or that display the Marks that are maintained or posted on Social Media. We may (but need not) establish guidelines pursuant to which you may establish profiles or otherwise establish a presence on Social Media. In such event, you will comply with the standards, protocols and restrictions that we impose, and we can revoke any prior permissions. If implemented, we may use part of the National Marketing Fee monies to pay or reimburse the costs associated with the development, maintenance and update of profiles on Social Media. You will indemnify us if we incur losses and expenses from any authorized or unauthorized use of Social Media.

### **Schedule for Opening**

You must apply for all required pesticide licenses and permits within ten business days after signing the Franchise Agreement. If you do not receive all required pesticide licenses and permits within six months of executing the Franchise Agreement, we may terminate the Franchise Agreement.

You may not open your Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Business until: (1) initial training is completed to our satisfaction; (2) all amounts due to us have been paid; (3) we have been furnished with copies of all insurance policies and certificates required by the Franchise Agreement, or other documentation of insurance coverage and payment of premiums that we request; (4) you notify us that all approvals and conditions set forth in the Franchise Agreement have been met; (5) you have

No franchised outlets included in this Item 19 received any services that were not generally available to other Mosquito Authority franchised outlets, and each outlet offered similar products and services as would generally be offered by a typical Mosquito Authority franchised outlet.

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

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

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Chris Buitron, 2359 Perimeter Pointe Parkway, Suite 250, Charlotte, North Carolina 28208, 28602; Tel: (888) 824-6797, the Federal Trade Commission, and the appropriate state regulatory agencies.

## ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

**Table No. 1  
SYSTEMWIDE OUTLET SUMMARY FOR FISCAL YEARS 2021 TO 2023**

Outlet Type	Year	Outlet at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	482	527	+45
	2022	527	540	+13
	2023	540	549	+9
Company-Owned***	2021	0	0	0
	2022	0	0	0
	2023	0	2	+2
<b>Total Outlets</b>	<b>2021</b>	<b>482</b>	<b>527</b>	<b>+45</b>
	<b>2022</b>	<b>527</b>	<b>540</b>	<b>+13</b>
	<b>2023</b>	<b>540</b>	<b>551</b>	<b>+11</b>

\*We list each separate Territory as an Outlet in the tables in Item 20. Many of our older franchisees have multiple franchise agreements and/or multiple Territories. As of the end of our 2023 fiscal year, 61 of the 551 Territories in operation are considered Home Town Franchises. See Exhibit C.

\*\*In February 2022, we purchased and now own and operate a single Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Businesses in Hickory, North Carolina, which prior to our purchase was owned by the wife of our founder and current Manager of Holdings. In 2023, we purchased a second Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Businesses in West Chester, Pennsylvania, but we resold it to another franchisee in 2024. We also franchise Pest Authority Businesses that provide similar products and services to Mosquito, Tick, Fly and Spotted Lantern Fly Control Specialty Businesses.

**ADDENDUM TO MAIN LINE BRANDS LLC  
DISCLOSURE DOCUMENT  
FOR THE STATE OF ILLINOIS**

The State Cover Page and Item 17 of this Franchise Disclosure Document are amended by adding the following:

1. Any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside Illinois is void with respect to any action which is otherwise enforceable in Illinois, except that the Franchise Agreement may provide for arbitration outside Illinois. In addition, Illinois law will govern the Franchise Agreement.
2. Illinois Franchise Disclosure Act paragraphs 705/19 and 705/20 provide rights to you concerning non-renewal and termination of the Franchise Agreement. If the Franchise Agreement contains a provision that is inconsistent with the Act, the Act will control.
3. Any release of claims or acknowledgments of fact contained in the Franchise Agreement 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 will be void and are deleted with respect to claims under the Act.
4. Section 41 of the Illinois Franchise Act states that “any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void.” To the extent that any provision in the Franchise Agreement is inconsistent with Illinois law, Illinois law will control.
5. Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the representations made in the franchise disclosure document.

## 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:

<b>State</b>	<b>Effective Date</b>
California	Pending
Hawaii	May 27, 2024
Illinois	<del>Pending</del> June 10, 2024
Indiana	<del>Pending</del> May 25, 2024
Maryland	Pending
Michigan	May 15, 2024
Minnesota	Pending
New York	Pending
North Dakota	<del>Pending</del> July 27, 2024
Rhode Island	May 18, 2024
South Dakota	May 20, 2024
Virginia	<del>Pending</del> June 17, 2024
Washington	Pending
Wisconsin	May 20, 2024

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.