

FRANCHISE DISCLOSURE DOCUMENT



PAYMORE GROUP LLC
A North Carolina limited liability company
North Hills Tower II
4242 Six Forks Road, North Hills
Raleigh, North Carolina 27609
1-800-801-7587
franchise@paymore.com
www.paymore.com

The franchise offered is for a “PayMore Store” retail store that buys used and broken consumer electronics from consumers and businesses and resells the electronics back to consumers and businesses through in-store and online channels. PayMore stores operate using the franchisor’s techniques, trade dress, trademarks and logos.

The total investment necessary to begin operation of a PayMore store is \$139,250 to \$266,500. This includes ~~\$69,000~~\$62,500 to \$8789,000 that must be paid to the franchisor or affiliate(s).

The total investment and development fee you will pay under a Multi-Unit Operator Agreement will vary depending on the number of stores you commit to develop. To enter into a Multi-Unit Operator Agreement, you will commit to develop a minimum of five stores, and you will pay a development fee when you sign the Multi-Unit Operator Agreement. The total estimated investment under a Multi-Unit Operator Agreement for five stores, including the costs to build and equip the first store, is \$239,250 to \$362,500. This includes \$140,000 that must be paid to the franchisor and/or its affiliates. The total investment under a Multi-Unit Operator Agreement will vary depending on the number of franchises to be developed.

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.**

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact Stephen Preuss at North Hills Tower II, 4242 Six Forks Road, North Hills, Raleigh, North Carolina 27609 and (919) 650-6450.

The terms of your contract will govern your franchise relationship. Don’t rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, 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: April 4, 2024

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

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

ITEM 5
INITIAL FEES

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

In Illinois, payment of Initial Franchise Fees owed to Franchisor/affiliate will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. The Illinois Attorney General's Office imposed this deferral requirement due to the Franchisor's financial condition.

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required 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. In addition, all development fees and initial payments by multi-unit operators shall be deferred until the first franchise under the development agreements opens.

The State of Minnesota Department of Commerce requires us to defer payment of the initial franchise fee and other payments owed by franchisees to the franchisor until the franchisee opens for business.

The South Dakota Securities Regulation Office requires us to defer payment of the initial franchise fee and other payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement and the franchisee commences operations.

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

The Washington Securities Division has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement and the franchisee has commenced doing business. In addition, all development fees and initial payments by multi-unit operators shall be pro-rated and collected as the franchisor competes its pre-opening obligations with respect to each franchise under the development agreements and such franchise opens for business.

Franchise Agreement

Franchise Fee: You must pay us an initial franchise fee of \$35,000 for the right to establish a single Store under a Franchise Agreement. You must pay the initial franchise fee in a lump sum when you sign the Franchise

Agreement. The Initial Franchise Fee is imposed uniformly on all franchisees that purchase a Store franchise. This fee is non-refundable.

Technology Configuration Fee. You must pay to us a \$7,500 fee for, including but not limited, installation and training of proprietary software, technology systems, including your point of sale/computer system and wireless technology. The fee is due and payable when you pay the Franchise Fee and is non-refundable. We will reduce this fee to \$2,500 for any additional Franchised Businesses you develop.

Training Program. Your Designated Controlling Principal and General Manager must attend and complete the Training Program at least 30 days before the date your Store opens. You will pay us a non-refundable fee of \$7,500 for 2 trainees, and \$2,000 for each additional trainee you wish to send. You are responsible for each trainees' expenses while attending the Training Program. The Training is currently conducted in Massapequa, NY.

Grand Opening Advertising Campaign: You must spend between \$3,000 and \$5,000 on a grand opening advertising campaign to promote the opening of the Franchised Business. You will submit your grand opening advertising campaign to us for our review, and we will have 60 days to complete our review. In addition to other requirements, you will not be eligible to schedule the training dates for the Training Program (described below) until you have received our approval of your grand opening advertising campaign and you have pre-paid the grand opening advertising campaign advertising suppliers and vendors. We reserve the right to create a grand opening advertising campaign for you to conduct or we can collect the money from you and conduct the grand opening advertising campaign on your behalf. If we collect this money from for the grand opening advertising campaign, it is non-refundable.

Delayed Opening Fee: If your Store does not open within 120 days of our acceptance of your request for that site, except for circumstances that are not in your control, you must pay to us a delayed opening fee of \$50 per day for each day that the opening of your Store is delayed, up to a maximum of 120 additional days. If your Store is not open after this additional 120 day period, then we may terminate your Franchise Agreement or we may require you to continue paying the delayed opening fee until your Store has opened. This fee is not refundable.

On-Site Location Evaluation: If you request us to perform an evaluation of the prospective site for the Store, you must pay us our per diem fee of ~~\$1,000~~ \$1,000 and reimburse our representative's expenses, including travel, lodging and meals. This fee is not refundable.

PayMore Kiosk: You must order a PayMore kiosk for your location prior to the opening of the Franchised Business. The cost is \$15,000 to \$25,000 depending on the needs of your location, which is paid in a lump sum directly to us.

In 2023, we reduced the initial franchise fees to between \$25,000 and \$35,000 for some franchisees.

Multi-Unit Operator Agreement

Development Fee: When you sign the Multi-Unit Operator Agreement to develop multiple Stores in the Development Area, you must pay us a development fee ("Development Fee"). You must develop a minimum of five Stores to enter into a Multi-Unit Operator Agreement. The Development Fee is based on the total number of Stores that you commit to develop under the Multi-Unit Operator Agreement and is calculated below:

Number of Stores to be Developed	Development Fee Paid Upon Signing the Multi-Unit Operator Agreement:	*Additional \$17,500 to be Paid in Connection with:
5 – 9	\$105,000 for the first 3 Stores, plus \$17,500 for each additional Store	4 th and each additional Store

9. **Training Program and Travel & Living Expenses While Training.** The Training Program for the required 2 trainees is \$7,500 payable to us. If you wish to send more than 2 trainees, you will pay an additional \$2,000 per trainee. You are responsible for each trainees' expenses while attending the Training Program. This estimate includes your out-of-pocket costs associated with attending the Training Program, including travel, lodging and living expenses for the first two trainees. These amounts do not include the applicable wages you may pay your trainees or 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.
10. **Insurance – 3 Months.** This estimate includes the estimated quarterly insurance premium for the insurance policies we require you to maintain. The figures in the chart represent the quarterly premium for your insurance. Our insurance requirements are described in Item 8. You should contact your insurance agent and obtain an estimate of your actual insurance costs.
11. **Professional Fees.** ~~We strongly recommend that you engage the services of an attorney and/or accountant to assist you in evaluating this franchise offering. You may also wish~~ You may wish to engage an accountant and to use an attorney to assist you in lease negotiations and/or to form an entity to own the franchise. Your costs may vary depending on how much you rely on your chosen advisors and the hourly rates your advisors charge.
12. **Grand Opening Advertising Campaign.** You will submit your grand opening advertising campaign to us for our review, and we will have 60 days to complete our review. We reserve the right to create a grand opening advertising campaign for you to conduct or to collect this money from you and conduct the grand opening advertising campaign on your behalf. If we collect the money for the grand opening advertising campaign, it is non-refundable. Your grand opening advertising campaign must include the elements that we require, such as food and merchandise giveaways.
13. **Opening Inventory and Supplies.** You will need to purchase from vendors or other PayMore Stores the inventory to stock your Store for its' opening according to our required standards and specifications. The types of items you will need include a variety of new, preowned and non-functioning electronics. You will also need basic office supplies, business cards and stationery. A complete list of the required items is included in the Operations Manual.
14. **On-Site Location Evaluation.** If you request us to perform an evaluation of the prospective site for the Store, you must pay us our per diem fee of \$1000 and reimburse our representative's expenses, including travel, lodging and meals.
15. **Additional Funds – 3 Months.** We relied upon our principals' general business and retail experience, including experience in operating PayMore Stores since 2011 when preparing these figures. The amount of working capital needed will depend on the time necessary to achieve cash flow to cover operating expenses. This amount is the minimum recommended for your initial three months of operations. Shortfalls of capital may arise from independent factors such as labor shortages, delays in construction or delivery and installation of leasehold improvements and equipment, or possible recession. If you begin operating your Store with inadequate cash, you may experience a total loss of your investment.

This category includes estimated payroll, utilities, vendor, advertising, promotion, and similar costs during the initial phase of a new Store, which we estimate will be three months, but we have not included or factored in any sales revenue your Store may have generated during this period. ~~Your costs will depend on factors such as how much you follow our System and procedures, the local market for the purchase and sale of consumer electronics, the prevailing wage rate, competition, and the sales level reached during the initial period.~~

all of the expenses for you, your General Managers and other personnel incur while attending any training programs, including costs of travel, lodging, meals and wages.

Our Training Program is overseen and managed by our officers, Stephen R. Preuss and Erik Helgesen. Each of our instructors has up to 10 years of experience relevant to the subject being taught, and at least 5 years of experience with us or in our affiliate owned Store. We reserve the right to make changes to our training staff as we deem necessary and advisable without prior notice.

We will provide instructors and training materials for the Training Program which is included in the Training Program Fee. The instructional materials used in the Training Program consist of our Manual, marketing and promotion materials, and any other materials that we believe will be beneficial to our franchisees in the training process.

The training schedule and activities of the Training Program are described below:

TRAINING PROGRAM

Column 1 Subject	Column 2 Hours of Classroom Instruction	Column 3 Hours of On-the-Job Training	Column 4 Location
The PayMore Philosophy	1	1	Massapequa, NY
Customer Service	3	2	Massapequa, NY
Buying and Reselling	12	14	Massapequa, NY
Operations	10	10	Massapequa, NY
Administration	1	1	Massapequa, NY
Marketing, Advertising and Public Relations	1	1	Massapequa, NY
Personnel	1	2	Massapequa, NY
Total Hours	29	31	

Our classroom and on-the-job training are integrated. The entire training program is subject to change due to updates in materials, methods, manuals and personnel without notice to you. The time periods allocated to each subject being taught may vary based on the individual needs and experience level of the trainees.

You must maintain a combined total of at least one General Manager employed at your Store that maintains current certifications from us. We maintain certification requirements which we expect to change and evolve over time, but which will be applied System-wide. Our certification requirements include the individual being able to satisfactorily perform and being capable of cross-training staff members. Your Designated Controlling Principal must maintain the same level of training and System certifications that are required of a General Manager.

If, during the term of your Franchise Agreement, you request that we provide training on-site at your Store, or if we determine that it you need this on-site training, you must pay our then-current per diem fee for each trainer we provide, and you must reimburse us for our trainers’ expenses, such as costs of travel, lodging, and meals. Our current per diem rate is \$700 to \$900 per trainer and reimburse us for each or our trainer’s expenses, including travel, lodging and meals

After the opening of the Store, you must attend and successfully complete annual or periodic refresher training programs and attend annual meetings of our franchisees. We may designate that attendance at any refresher training program and annual meeting as mandatory for specific Store personnel, or specifically those

You must obtain covenants not to compete, including covenants applicable on the termination of the person's relationship with you, from your General Manager and any of your other personnel who have received or will have access to our training before employment, and any holder of a beneficial interest in you (except for any limited partners). It is your responsibility to have all of your management personnel sign covenants that they will maintain the confidentiality of information they receive or have access to, based on their relationship with you. We will be a third-party beneficiary to each agreement with the independent right to enforce the agreement's terms. We reserve the right, in our discretion, to decrease the period of time or geographic scope of the non-competition covenants contained in the attachments or eliminate the non-competition covenants altogether for any party that must sign an agreement as described in this paragraph.

As described in Item 1, if you are a business entity, then we have identified certain persons under the Franchise Agreement that we refer to in this Disclosure Document and the Franchise Agreement as your Principals. Your Principals include you, those of your business entity's officers and directors (including the officers and directors of your general partner, if applicable) whom we designate as your Principals, and all holders of an ownership interest in you and in any entity that directly or indirectly controls you, and any other person or entity controlling, controlled by, or under common control with you.

Whether you are sole individuals or a business entity, you must designate one of your owners as the "Designated Controlling Principal". The Designated Controlling Principal must be a minimum 10% equity owner and be responsible for the general oversight and management of the Store on your behalf. By signing the Franchise Agreement, Principals agree to be individually bound by certain obligations in the Franchise Agreement, including covenants concerning confidentiality and non-competition, and to personally guarantee your performance under the Franchise Agreement.

If your spouse is not a party to the agreements, then your spouse does not have to personally guarantee your performance under the agreements.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must provide only the services we permit, and in the manner and style we require. You must purchase, sell and offer for sale only the consumer electronics, products and services that we have expressly approved in writing. You must not deviate from our standards and specifications by the use or offer of nonconforming goods. You must not deviate from our standards and specifications without first obtaining our written consent. You must stop purchasing, selling and offering for sale any consumer electronics, products or services that we may disapprove in writing at any time. We have the right to change the types of consumer electronics, products and services offered by you at the Store at any time, and there are no limits on our right to make those changes. We also have the right to modify the types of consumer electronics, products and services for a particular Store based on location or regional trends. If we do this, we do not have to grant you a similar modification or variance.

We reserve the right to determine the minimum and maximum prices for the goods, products and services purchased by and sold from your Store, as permitted by applicable law. ~~You must comply with the prices required by us, but we make no guarantees or warranties that offering the products or merchandise at the required price will enhance your sales or profits.~~

We do not impose any other restrictions in the Franchise Agreement or otherwise as to the goods or services that you may offer or sell or as to the customers to whom you may offer or sell, except that you may not directly solicit customers outside of your Designated Territory.

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Termina- tions	Col 6 Non- Renewals	Col 7 Reacquired by Franchisor	Col 8 Ceased Operations – Other Reasons	Col 9 Outlets at End of the Year
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
New York	2021	0	0	0	0	0	0	0
	2022	0	3	0	0	0	0	3
	2023	3	0	0	0	0	0	3
North Carolina	2021	1	0	0	0	0	0	1
	2022	1	2	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Ohio	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
<u>Pennsylvania</u> Tennessee	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
<u>Tennessee</u> Tex as	2021	0	0	0	0	0	0	0
	2022	0	<u>1</u>	0	0	0	0	<u>1</u>
	2023	<u>1</u>	<u>1</u>	0	0	0	0	1
Virginia <u>Texas</u>	2021	0	0	0	0	0	0	0
	2022	0	<u>1</u>	0	0	0	0	<u>1</u>
	2023	<u>1</u>	<u>1</u>	0	0	0	0	1
Virginia <u>Penns</u> ylvania	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Washington	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Wisconsin	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Total	2021	1	0	0	0	0	0	1
	2022	1	7	0	0	0	0	8
	2023	8	12	0	0	0	0	20

ADDENDUM REQUIRED BY THE STATE OF ILLINOIS
ILLINOIS ADDENDUM TO THE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, AND
MULTI-UNIT OPERATOR AGREEMENT

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in the franchise agreement which designates jurisdiction or venue outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Your right upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In Illinois, payment of Initial Franchise Fees owed to Franchisor/affiliate will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. The Illinois Attorney General’s Office imposed this deferral requirement due to the Franchisor’s financial condition.

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.

FRANCHISEE:

By: _____
Name: _____
Title: _____

FRANCHISOR:

PAYMORE GROUP LLC

By: _____
Name: Stephen R. Preuss
Title: C.E.O.

PRINCIPAL:

Name: _____

MARYLAND ADDENDUM REQUIRED BY THE STATE OF MARYLAND TO DISCLOSURE DOCUMENT

This will serve as the State Addendum for the State of Maryland for PayMore Group LLC’s Franchise Disclosure Document.

1. Item 17 of the Franchise Disclosure Document shall be amended to state that 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.

2. Item 17 of the Franchise Disclosure Document is amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

3. Item 17 of the Franchise Disclosure Document is amended to state that a franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. Item 5 of the Franchise Disclosure Document is amended to state that 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. In addition, all development fees and initial payments by Multi-Unit Operators shall be deferred until the first franchise under the Multi-Unit Operator Agreement opens.

5. The Franchisee Acknowledgement of the Franchise Agreement is amended to state all representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

6. The Certification by multi-unit operator is amended to state 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.

7. 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.

FRANCHISEE:

By: _____
Name: _____
Title: _____

FRANCHISOR:

PAYMORE GROUP LLC

By: _____
Name: Stephen R. Preuss
Title: C.E.O.

PRINCIPAL:

Name: _____

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT AND MULTI-UNIT OPERATING AGREEMENT

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., and of the Rules and Regulations promulgated thereunder, the parties to the attached PayMore Group LLC Franchise Agreement (the “Franchise Agreement”) and/or Multi-Unit Operating Agreement (the “Multi-Unit Operating Agreement”) agree as follows:

1. The appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are amended to state that pursuant to COMAR 02.02.08.16L, 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.
2. Section 17.1 of the Franchise Agreement is hereby amended to further state that our right to terminate you upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. §101 et. seq.).”
3. Section 19 of the Franchise Agreement is hereby amended to permit a franchisee to bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
4. Section 19 of the Franchise Agreement and Multi-Unit Operator Agreement are hereby amended to further state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.
5. The Franchise Agreement, Multi-Unit Operator Agreement and Franchisee Disclosure Acknowledgment Statement are amended to include the following statement: “All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.”
6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., are met independently without reference to this Amendment.
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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
8. 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. In addition, all development fees and initial payments by multi-unit operators shall be deferred until the first franchise under the development agreements opens.

The parties hereto have duly executed this Maryland Amendment to the Franchise Agreement/Multi-Unit Operating Agreement on the same date as that on which the Franchise Agreement/Multi-Unit Operating Agreement was executed.

Signatures appear on the following page.

FRANCHISEE:

By: _____
Name: _____
Title: _____

PRINCIPAL:

Name: _____

FRANCHISOR:
PAYMORE GROUP LLC

By: _____
Name: Stephen R. Preuss
Title: C.E.O.

ADDENDUM REQUIRED BY THE STATE OF SOUTH CAROLINA

The State of South Carolina has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the State. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

If the seller fails to deliver the product, equipment or supplies necessary to begin substantial operation of the business within forty-five days of the delivery date stated in your contract, you may notify the seller in writing and demand that the contract be cancelled.

The South Dakota Securities Regulation Office requires us to defer payment of the initial franchise fee and other payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement and the franchisee commences operations.

FRANCHISEE:

By: _____
Name: _____
Title: _____

PRINCIPAL:

Name: _____

FRANCHISOR:

PAYMORE GROUP LLC

By: _____
Name: Stephen R. Preuss
Title: C.E.O.

**PAYMORE GROUP LLC
EXHIBIT ~~J-A~~K TO THE DISCLOSURE DOCUMENT**

RECEIPT

RECEIPT

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

If PayMore Group LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If PayMore Group LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to your state authority listed on Exhibit H.

The names, principal business addresses and telephone numbers of the franchise sellers offering the franchise are:

Stephen R. Preuss 581C Broadway Massapequa, New York 11758 516-647-7155	Erik Helgesen 581C Broadway Massapequa, New York 11758 516-647-7155
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Issuance Date: April 4, 2024

I received a Disclosure Document dated April 4, 2024 that included the following Exhibits:

- A. Financial Statements
- B. Franchise Agreement
- C. Multi-Unit Operator Agreement
- D. List of Franchisees
- E. Franchisees Who Have Left the System
- F. Table of Contents of Confidential Operations Manual
- G. State Specific Addenda to FDD, Franchise Agreement and Multi-Unit Operator Agreement
- H. List of State Administrators/Agents for Service of Process
- I. Form of General Release
- J. Franchisee Acknowledgment
- K. Receipt

DATE: _____

Print Name: _____

Print Address: _____

City, State, Zip Code: _____

(Signature of recipient)

Return the signed receipt by signing, dating and mailing it to PayMore Group LLC, North Hills Tower II
4242 Six Forks Road, North Hills, Raleigh, North Carolina 27609

PAYMORE GROUP LLC
EXHIBIT J-B TO THE DISCLOSURE DOCUMENT

RECEIPT

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Issuance Date: April 4, 2024

I received a Disclosure Document dated April 4, 2024 that included the following Exhibits:

- A. Financial Statements
- B. Franchise Agreement
- C. Multi-Unit Operator Agreement
- D. List of Franchisees
- E. Franchisees Who Have Left the System
- F. Table of Contents of Confidential Operations Manual
- G. State Specific Addenda to FDD, Franchise Agreement and Multi-Unit Operator Agreement
- H. List of State Administrators/Agents for Service of Process
- I. Form of General Release
- J. Franchisee Acknowledgment
- K. Receipt

DATE: _____

Print Name: _____

Print Address: _____

City, State, Zip Code: _____

(Signature of recipient)

KEEP FOR YOUR RECORDS