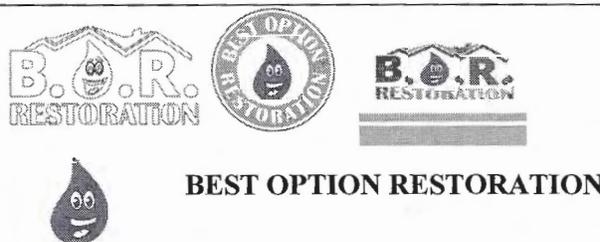


FRANCHISE DISCLOSURE DOCUMENT

BOR Franchising, LLC
A Colorado Limited Liability Company
8200 Southpark Circle, Suite 300
Littleton, Colorado 80120
720-204-2095
www.BORestoration.com
Info@BORestoration.com



The franchise offered is for the establishment, operation, and delivery to the owners of residential, commercial, and governmental properties water, fire, contents cleaning, mold remediation, and after-remediation repair services.

The total investment to begin operations of a BOR franchise is between \$185,918 and \$230,468. This includes \$168,994 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all agreements carefully. You must receive this disclosure document at least 14 calendar days before you can 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 for you. To discuss the availability of disclosures in different formats, contact Nick-Anthony Zamucen, Member at 8200 Southpark Circle, Suite 300, Littleton, CO 80120, 720-204-2095.

The terms of your contract will govern your franchise relationship. Do not 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 (Exhibit A).

The issuance date is: March ~~27~~26, 2024

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain English. Read this disclosure document and all agreements carefully.

If BOR Franchising, LLC offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement or make a payment to us or an Affiliate in connection with the proposed franchise sale.

New York and Rhode Island law 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. Michigan and Oregon 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 BOR Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the New York State Department of Law, 120 Broadway, 23rd floor, New York, N.Y. 10271, and the appropriate state agency identified on Exhibit A.

Date of Issuance: March ~~27~~26, 2024

The Franchisor is BOR Franchising, LLC, 8200 Southpark Circle, Suite 300, Littleton, CO 80120, 720-204-2095.

The franchise seller for this offering is Nick-Anthony Zamucen, 8200 Southpark Circle, Suite 300, Littleton, CO 80120, 720-204-2095.

BOR Franchising, LLC authorizes the respective state agencies identified in Exhibit A to receive services of process for it in the particular state.

I have received a disclosure document dated March ~~27~~26, 2024, that included the following Exhibits:

- Exhibit A. List of State Agencies/Agents for Service of Process
- Exhibit B. Franchise Agreement
- Exhibit C. Table of Contents
- Exhibit D. Current Franchisees and Franchisees that Have Left the System
- Exhibit E. Trademark Specific Franchisee Associations and Independent Franchisee Associations
- Exhibit F. State Specific Addenda
- Exhibit G. Financial Statements
- Exhibit H. Application
- Exhibit I. Receipts

Prospective Franchisee

Date Signed

You should return one copy of the signed receipt by signing by electronic-signature software or by signing, dating, and mailing it to BOR Franchising, LLC, BOR Franchising, LLC, 8200 Southpark Circle, Suite 300, Littleton, CO 80120, 720-204-2095

Save For Your Files

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I have received a disclosure document dated March ~~27~~26, 2024, that included the following Exhibits:

- Exhibit A. List of State Agencies/Agents for Service of Process
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Return to Franchisor

CLOSING ACKNOWLEDGEMENT

Franchisee Name: _____
Address: _____
Telephone: _____
Today's Date: _____

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.

A. GENERAL QUESTIONS

- 1. The date I received the Franchise Disclosure Document (FDD) from Franchisor was: _____
- 2. The earliest date I signed the Franchise Agreement or any other binding document (not including the Receipt) was: _____
- 3. The earliest date I delivered cash, check, or consideration to the franchise marketing representative or any other Person was: _____
- 4. Did you initiate negotiations about the Franchise Agreement with the Franchisor?
Yes _____ No _____. If yes, what was that date? _____

B. REPRESENTATIONS

PLEASE RESPOND TO EACH PARAGRAPH. IN RESPONDING, PLEASE STATE WHETHER THE STATEMENT IS TRUE OR FALSE AND PROVIDE ANY OTHER INFORMATION THAT IS IMPORTANT TO YOU.

1. I had an opportunity to review the FDD and other agreements attached to the disclosure document and understand the terms, conditions, and obligations of these agreements.

Yes No

Initials

2. I had an opportunity to seek professional advice regarding the FDD, the Franchise Agreement, and all matters concerning my franchise purchase.

Yes No

Initials

~~3. Except as specifically written in the Franchise Agreement, no promises, agreements, contracts, commitments, representations, understandings, "side deals" or otherwise have been made to or with me concerning any matter, including any representations or promises regarding advertising, marketing, operational assistance or other services.~~

~~Agree Disagree~~

Initials

~~4. No oral, written, or visual claim or representation, promise, agreement, contract, commitment, representation, understanding, or otherwise which contradicted or was inconsistent with the disclosure document or the Franchise Agreement was made to me.~~

~~Agree Disagree~~

Initials

~~5. Except as specifically stated in Item 19 of the disclosure document, no oral, written, visual, or other claim or representations were made that stated or suggested any sales, income, expense, profits, cash flow, tax effects, or otherwise was made to me by any Person representing the Franchisor.~~

~~Agree Disagree~~

Initials

6. I have adequate working capital to develop, open, and operate my Franchised Business.

Agree Disagree

Initials

7. I understand that my investment in this business contains substantial business risks, and there is no guarantee that it will be profitable.

Agree Disagree

Initials

8. I acknowledge that the success of my business depends in large part upon my ability as an independent businessperson and my active participation in the day-to-day operation of the Business.

Agree Disagree

Initials

C. STATEMENTS OF THE FRANCHISOR

THE PARAGRAPHS BELOW ARE THE POLICIES OF THE FRANCHISOR. IF ANY IS UNTRUE OR IS CONTRADICTED BY YOUR EXPERIENCE, PLEASE PROVIDE AN EXPLANATION.

1. The Franchisor does not permit any employee, salesperson, officer, director, or another individual to make or endorse any representations, warranties, projections, or disclosures of any type relating to the financial success of the franchise business and, ~~except as specifically stated in Item 19, or by you at the line below, no information as to sales, income, expenses, profits, cash flows, tax consequences or otherwise have been given to the Franchisee.~~ *If any such representations have been made to you by any Person in the Franchisor's employ, please state so below and immediately inform the President or Chief Officer of the Franchisor.*

Initials

2. The Franchisor does not permit any employee, salesperson, officer, director, franchisee, or another individual to project any results that a Franchisee can expect in the operation of the Business. *If any such representations have been made to you by any Person, please state so below and immediately inform the President or Chief Officer of the Franchisor.*

Initials

3. The Franchisor does not permit any promises, agreements, contracts, commitments, representations, understandings, "side deals," or variations or changes in or supplements to the Franchise Agreement except by means of a written addendum signed by you and the Franchisor. *If any such deals or changes have been made or promised, please state so below and immediately inform the President or Chief Officer of the Franchisor.*

Initials

I have completed this Closing Acknowledgement and have disclosed any information that is contrary to any printed statement or have provided any other information that I deem to be important. I understand that my answers are part of the Franchisor's material determination in granting franchise rights and that their reliance on the same is fair, reasonable, and expected of me.

~~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.~~

DONE AS OF THE DATE FOUND BELOW

FRANCHISOR

FRANCHISEE

BOR FRANCHISING, LLC

by: _____
Member
date: _____

by: _____
its: _____
date: _____

IF FRANCHISEE IS/ARE INDIVIDUAL(S)

Signature _____
Name: _____
Date: _____

Signature: _____
Name: _____
Date: _____

STATE OF MARYLAND

The Franchise Disclosure Document is amended to add the following:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

In Item 17 and the Franchise Agreement requires you to sign a general release. The general release required as a condition of renewal, termination, or transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

In Item 17 and the Franchise Agreement, we require you to arbitrate in Colorado using Colorado law. This is amended to provide that a franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

In Item 17 and the Franchise Agreement, we require Colorado law to prevail. This is amended to provide that in the event of a conflict of laws to the extent required by the Maryland Franchise Registration and Disclosure Law, Maryland law shall prevail.

Item 17 and the Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).

Item 17 is amended to state: "Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise."

In Item 17, 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.

The Closing Acknowledgment that is attached to 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."

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.

Section 18.4 of the Franchise Agreement is not enforceable in Maryland.

Exhibit 9 of the Franchise Agreement - Closing Acknowledgement should not be completed or signed by and will not apply to any franchisees and franchises that are subject to the Maryland franchise registration/disclosure laws.

The Acknowledgements found in Article 18 of the Franchise Agreement, and the Closing Acknowledgement are deleted in Maryland

STATE OF MARYLAND

This Addendum to the Franchise Agreement, agreed to this ___ day of _____, 20___, between BOR Franchising, LLC and _____, amends and revises said Franchise Agreement as follows:

a. The Franchise Agreement requires Franchisee to sign a general release as a condition of renewal, sale, termination, and franchise transfer. These covenants shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

b. A franchisee may bring a lawsuit in Maryland for claims under the Maryland Franchise Registration and Disclosure Law.

c. Any claim under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

d. 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.

e. 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.

f. To the extent this Addendum will be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum will govern.

g. 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.

h. Section 18.4 of the Franchise Agreement is not applicable in Maryland.

i. The Acknowledgements found in Article 18 of the Franchise Agreement and the Closing Acknowledgement are deleted in Maryland.

j. Exhibit 9 of the Franchise Agreement - Closing Acknowledgement should not be completed or signed by and will not apply to any franchisees and franchises that are subject to the Maryland franchise registration/disclosure laws.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum and understands and consents to be bound by all of its terms.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date stated below.

FRANCHISOR

FRANCHISEE