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Exhibits

- A. List of State Agencies/Agents for Service of Process
- B. Franchise Agreement (with Guaranty and Assumption of Obligations and other exhibits)
- C. Franchisee Disclosure Acknowledgement Statement
- D. Financial Statements
- E. Lists of Current and Former Franchisees
- F. Multi-Unit Development Agreement
- G. Software License Agreement
- H. Table of Contents of Operations Manual
- I. State Addendum (if applicable)

Receipt of Disclosure Document (Two)

Accounts Program, decline to service any National Account location within your Territory, or are prohibited from providing services to the National Account location within your Territory pursuant to the standards, policies and procedures of the National Accounts Program or the requirements of a particular National Account, we (either directly, or indirectly through a franchisee) may provide services at National Account locations or to National Account customers located within your Territory.

We reserve all rights not specifically granted to you.

**Item 13**  
**TRADEMARKS**

We grant you the non-exclusive right and obligation to use the Marks under your Franchise Agreement. You may also use other current or future trademarks to operate your Cait’s Business as we designate from time to time. Our affiliate Cait’s Consignment Warehouse LLC owns and is using the Marks in connection with Cait’s Businesses and has granted a license to us to use and sublicense the use of the Marks to our franchisees. Cait’s Consignment Warehouse LLC has applied for and/or obtained a registration for the Marks on the Principal Register of the United States Patent and Trademark Office (the “USPTO”):

Mark	Registration Date	Registration Number
Cait’s (Word Mark)	April 15, 2025	7,758,986
	<del>April</del> November 25, 2025	<del>99,123,679</del> 8,039,846

We derive the right to use the Marks under a License Agreement dated February 7, 2025 (“License Agreement”) with our affiliate, Cait’s Consignment Warehouse LLC, the owner of the Marks. The License Agreement permits us to license to our franchisees the use of the name and mark “Cait’s” and “Cait’s Estate Sales”. The term of the License Agreement is 20 years, with automatic 10-year renewals, unless Cait’s Consignment Warehouse LLC provides us a written notice of termination for good cause. We have the non-exclusive right to use the Marks and Proprietary System in connection with the offer and sale of franchises to third parties to own and operate Cait’s Franchised Businesses. Cait’s Consignment Warehouse LLC may terminate our rights under the License Agreement in the event of our breach. Under the License Agreement we

There are currently no current or former franchisees who have signed agreements restricting their ability to speak openly about their experience with us.

There are currently no trademark-specific franchise organizations associated with the franchise system being offered.

## **Item 21** **FINANCIAL STATEMENTS**

Attached at Exhibit D is the audited beginning balance sheet of Caits Estate Services, Inc. as of August 31, 2025, and the related statements of operations, stockholder's equity (deficit), and cash flows for the period from inception (February 7, 2025) to August 31, 2025. Also included at Exhibit D are the unaudited balance sheet and statement of income of Caits Estate Services, Inc. as of October 31, 2025. Since we have only been in operation since February 2025, we cannot provide 3 years of audited financial statements.

Our fiscal year end is December 31.

## **Item 22** **CONTRACTS**

The Franchise Agreement and Guaranty and Assumption of Obligations (and other exhibits) that you will sign is attached at Exhibit B to this Disclosure Document. If your state requires an addendum to the Franchise Agreement describing certain state laws or regulations which may supersede the Franchise Agreement, it will be found at Exhibit I.

If you are purchasing two or more Cait's Businesses, The Multi-Unit Development Agreement (and other exhibits) that you will sign is attached at Exhibit F to this Disclosure Document. If your state requires an addendum to the Multi-Unit Development Agreement describing certain state laws or regulations which may supersede the Multi-Unit Development Agreement, it will be found at Exhibit I.

Before signing the Franchise Agreement, you must complete and sign a Franchise Disclosure Acknowledgement Statement, a copy of which is attached to this Franchise Disclosure Document as Exhibit C. The purpose of this Statement is to indicate your receipt of various documents that you may have received from us in connection with your purchase of an Cait's Business.

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.

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**CAITS ESTATE SERVICES INC.  
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT  
FOR THE STATE OF MINNESOTA**

1. ITEM 6 of the Disclosure Document is amended as follows:

- a. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

~~1-2.~~ITEM 13 of the Disclosure Document is amended as follows:

- a. As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any costs incurred by you in the defense of your right to use the Marks, so long as you were using the Marks in the manner authorized by us, and so long as we are timely notified of the claim and given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

~~2-3.~~ITEM 17 of the Disclosure Document is amended as follows:

- a. With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Agreement.
- b. ITEM 17 does not provide for a prospective general release of claims against us that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.
- c. Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

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

**CAITS ESTATE SERVICES INC.  
ADDENDUM TO THE FRANCHISE AGREEMENT  
FOR THE STATE OF MINNESOTA**

This Addendum is agreed by and between CAITS ESTATE SERVICES INC. and \_\_\_\_\_ (Franchisee) to amend said Agreement by including the following language:

1. In recognition of the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Sections 80C.01 through 80C.22, and the Rules and Regulations promulgated pursuant thereto by the Minnesota Commission of Securities, Minnesota Rule 2860.4400, et. seq., the parties to the attached Franchise Agreement agree as follows:

- (a) Sections 3(C)(4) and 13(C)(5) do not provide for a prospective general release of any claims against Franchisor that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.
- (b) ~~Section Error! Reference source not found.~~ Article 6 is amended to add that as required by Minnesota Franchise Act, Caits Estate Services, Inc. will reimburse you for any costs incurred by you in the defense of your right to use the Marks, so long as you were using the Marks in the manner authorized by Caits Estate Services, Inc., and so long as Caits Estate Services, Inc. is timely notified of the claim and is given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.
- (c) Section 9(F) is amended to state that the insufficient funds fee shall be Thirty Dollars (\$30.00). NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.
- ~~(e)~~(d) Section 17(I) is amended to state that any claim concerning the Franchised Business or this Agreement or any related agreement will be barred unless an arbitration or an action for a claim that cannot be the subject of arbitration is commenced within three (3) years from the date on which Franchisee or Franchisor knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to or the claim.
- ~~(d)~~(e) Section 17(H) is deleted in its entirety.
- ~~(e)~~(f) Section 17(J) is deleted in its entirety.
- ~~(f)~~(g) Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Minnesota Franchise Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

3. 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.

4. The Minnesota Department of Commerce requires the Franchisor or affiliates to defer all initial franchise fees until such time as the Franchisor or affiliates have completed all initial obligations owed to the Franchisee under the Franchise Agreement and the Franchisee has commenced doing business. This deferral of the initial franchise fee is required based on the Franchisor's financial condition.

In witness whereof, each of the undersigned hereby acknowledges having read this Addendum and understands and agrees to be bound by all of its terms as of the dates below.

**CAITS ESTATE SERVICES, INC.**  
an Illinois corporation

**FRANCHISEE:**

\_\_\_\_\_  
[Insert individual name or company]

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

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

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

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

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

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