

January 1, 2026

VIA MINNESOTA WEB PORTAL

Rebecca Brubaker
Securities-Franchise Registration
Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101

Subject: 1-800-GOT-JUNK? LLC
Franchise Application
Minnesota File No.: 10324
Submission #: 34661-202508

Ms. Brubaker:

We received the Deficiency Notification for the above-referenced application emailed to us on September 4, 2025, and we respond as follows:

- Item 6, note 5 has been revised as requested, to include a formula that determines how future fees will be set (costs plus percentage markup) and that determines the increases on such fees (in proportion to any increase in costs).
- Attached are blacklined pages of the FDD, marked to show the changes made at your request as well as changes made at the request of other states.

If you have further questions or comments regarding this application, please contact me.

Sincerely,



Josh Piper

Enclosures

4909-9899-6339.1



1-800-GOT-JUNK? LLC
a Delaware limited liability company
301 - 887 Great Northern Way
Vancouver, BC, Canada V5T 4T5
1-800-468-5865
franchise@1800gotjunk.com
www.1800GOTJUNK.com

1-800-GOT-JUNK? LLC offers franchises for the operation of retail junk removal businesses under the name “1-800-GOT-JUNK?”

The total investment necessary to begin operation of a 8 to 12 1-800-GOT-JUNK? franchise ~~ranges from \$183,800 for franchise with 8 subterritories~~ ~~subterritories~~ is \$182,300 to \$294,000 ~~for a franchise with 12 subterritories~~. This includes the \$90,000 ~~that must be paid to the franchisor or affiliate for 8 subterritories to~~ \$122,500 that must be paid to the franchisor or affiliate ~~for 12 subterritories~~. ~~If we grant you beyond 12 subterritories, these costs will increase by \$8,125 per subterritory.~~ its affiliate.

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 this 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/governmental 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 our Franchise Development Manager at 301 - 887 Great Northern Way, Vancouver, BC, Canada, V5T 4T5 or 1-800-GOT-JUNK.

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: July 17, 2025

1-800-GOT-JUNK?

Version Date: ~~7/17/25~~ 12/31/25

~~4899-8658-3815~~ 14899-8658-3815.6

Special Risks to Consider About *This Franchise*

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation only in Vancouver, British Columbia, Canada and litigation only in Seattle, Washington. Out-of-state mediation or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate with the franchisor in British Columbia or litigate with the franchisor in Washington than in your own state.
2. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
3. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
4. **Financial Condition.** The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" in Exhibit I to see whether your state requires other risks to be highlighted.

TABLE OF CONTENTS

Item	Page
How to Use This Franchise Disclosure Document	ii
What You Need To Know About Franchising Generally	iii
Some States Require Registration	iii
Special Risks to Consider About This Franchise	iv
ITEM 1. The Franchisor and any Parents, Predecessors and Affiliates	1
ITEM 2. Business Experience	4
ITEM 3. Litigation	5
ITEM 4. Bankruptcy	5
ITEM 5. Initial Fees	56
ITEM 6. Other Fees	7
ITEM 7. Estimated Initial Investment	13
ITEM 8. Restrictions on Sources of Products and Services	16
ITEM 9. Franchisee's Obligations	1918
ITEM 10. Financing	20
ITEM 11. Franchisor's Assistance, Advertising, Computer Systems and Training	20
ITEM 12. Territory	2928
ITEM 13. Trademarks	31
ITEM 14. Patents, Copyrights, and Proprietary Information	33
ITEM 15. Obligation to Participate in the Actual Operation of the Franchise Business	33
ITEM 16. Restrictions On What the Franchisee May Sell	34
ITEM 17. Renewal, Termination, Transfer, and Dispute Resolution	34
ITEM 18. Public Figures	39
ITEM 19. Financial Performance Representations	39
ITEM 20. Outlets and Franchisee Information	45
ITEM 21. Financial Statements	52
ITEM 22. Contracts	53
ITEM 23. Receipt	53

EXHIBITS

- A. Franchisee Lists
- B. Franchise Agreement
- C. Manual Table of Contents
- D. State Franchise Regulatory Authorities and Agents for Service of Process
- E. Financial Statements
- F. Guarantee, Postponement and Covenants
- G. General Security Agreement
- H. National Account Service Agreement
- I. State Specific Addenda
- J. Franchisee Disclosure Questionnaire and Certification
- K. Form of General Release
- L. State Effective Dates
- M. Receipt Pages

ITEM 1. The Franchisor and any Parents, Predecessors and Affiliates

To simplify the language in this disclosure document “1-800-GOT-JUNK?”, “us” and “we” means 1-800-GOT-JUNK? LLC, a Delaware limited liability company, the franchisor. “You” means the person who buys a franchise. If you are a corporation, partnership, or other entity, “you” includes your owners.

The Franchisor

1-800-GOT-JUNK? was formed on October 1, 1998 under the laws of the state of Delaware, and we conduct business under that name. Our principal business address is 301 – 887 Great Northern Way, Vancouver, BC, Canada, V5T 4T5. We grant franchises to qualified candidates in the United States for the operation of retail junk removal businesses (“Franchised Businesses”) using the System and identified by the name 1-800-GOT-JUNK? and have offered these franchises since November 1999. We have no other business activities and have not operated businesses of the type being franchised. Our agents for service of process are disclosed in **Exhibit D** to this disclosure document.

Parent Companies and Predecessors

We are a subsidiary of RBDS Rubbish Boys Disposal Service Inc., a British Columbia, Canada corporation (“Rubbish Boys”). Rubbish Boys has been in operation in Canada for over 20 years and has offered franchises in Canada since December 1998. 0766143 BC Ltd. (“0766”) owns the majority interest in Rubbish Boys, and 1222072 BC Ltd. owns the majority interest in 0766143 BC Ltd, each of which have the same principal business address as our address. We do not have any predecessors.

Our Affiliates that Provide Services to Our Franchisees

Our affiliate, O2E Brands Inc. (“O2E Brands”), provides shared franchise services, such as marketing, human resources, business technology, legal and finance to the 1-800-GOT-JUNK? system, and to all other affiliated franchised brands described below. O2E Brands has the same principal business address as our address.

Our Global Affiliated Franchise Programs

0766 is the direct or indirect parent company to the following franchisors, all of which have a principal business address that is the same as ours. None of these affiliates have offered franchises in any line of business other than as listed below and none of them have conducted a business similar to the 1-800-GOT-JUNK? business that you will operate:

- Rubbish Boys grants franchises for the operation of retail junk removal businesses in Canada under the trademark 1-800-GOT-JUNK?, and has done so since March 2000. As of December 31, 2024, Rubbish Boys had 21 operating franchisees.
- 1-800-GOT-JUNK? (Australia), Pty Ltd. (“GJ AUS”) grants franchises for the operation of retail junk removal businesses in Australia under the trademark 1-800-GOT-JUNK?, and has done so since June 2005. As of December 31, 2024, GJ AUS had 6 operating franchisees.
- WOW 1 DAY PAINTING LLC (“WOW US”) grants franchises for the operation of professional commercial and residential painting services businesses in the United States under the trademark WOW 1 DAY PAINTING, and has done so since November 2010. As of December 31, 2024, WOW US had 44 operating franchisees.

- WOW 1 DAY PAINTING INC. (“WOW Canada”) grants franchises for the operation of professional commercial and residential painting services businesses in Canada under the trademark WOW 1 DAY PAINTING, and has done so since October 2010. As of December 31, 2024, WOW Canada had 16 operating franchisees.
- Shack Shine Home Services LLC (“Shack Shine US”) grants franchises for the operation of professional residential house detailing businesses in the United States under the trademark SHACK SHINE, and has done so since February 2016. As of December 31, 2024, Shack Shine US had 23 operating franchisees.
- Shack Shine Home Services Inc. (“Shack Shine Canada”) grants franchises for the operation of professional residential house detailing businesses in Canada under the trademark SHACK SHINE, and has done so since December 31, 2013. As of December 31, 2024, Shack Shine had 19 operating franchisees.

Other Affiliates

1-800-GOT-JUNK? Commercial Services (USA) LLC is a Delaware corporation and has the same principal business address as our address. It operates as a general contractor or agent for national accounts in the United States in the same business as the type being franchised. It has ever operated a business similar to a 1-800-GOT-JUNK? business nor franchised any business.

Flywheel Accelerator Inc., a British Columbia, Canada corporation (“Flywheel Canada”), and Flywheel Accelerator USA Inc., a Nevada corporation (“Flywheel USA”), are together referred to in this disclosure document as “Flywheel”. Both Flywheel entities have a principal business address that is the same as ours. Flywheel was created to help facilitate a smooth transition of certain existing long-term franchise partners in their desired exit from the system. Flywheel did this by purchasing and operating the businesses as affiliate-owned franchises.

In April 2024, Flywheel USA entered into a joint venture with franchisee Southwind Waste Services LLC through the entity 604816 LLC, in which both parties transferred their 1-800-GOT-JUNK? franchised businesses to 604816 LLC, with Flywheel USA removing itself from the direct management of franchised businesses and retaining a minority ownership position in 604816 LLC (referred to as “DBA”). In December 2024, 604816 LLC then purchased the only two Flywheel Canada locations, Fraser Valley and Vancouver Island, resulting in all former Flywheel locations now being operated by DBA, with Flywheel owning a minority ownership position.

Our Business Operations

~~We grant franchises to qualified candidates in the United States for the operation of retail junk removal businesses (“Franchised Businesses”) using the System and identified by the name 1-800-GOT-JUNK? and have offered these franchises since November 1999. We have no other business activities and have not operated businesses of the type being franchised; however, our parent company, Rubbish Boys, has been in operation in Canada for over 20 years and has offered franchises in Canada since December 1998.~~

~~We have not offered franchises in any other line of business. Other than as stated above, we have no predecessors or affiliates offering franchises in any line of business, or providing products or services to our franchisees.~~

The System

Brian Scudamore, our founder and CEO, developed a unique method for operating and franchising junk removal businesses (the “System”). The System includes proprietary software, brand development, training, marketing programs and access to the exclusive service of the call center and online booking system (the “Sales Center”), as well as the mark “1-800-GOT-JUNK?” and related marks (collectively, the “Marks”). Rubbish Boys manages the Sales Center based in Vancouver, BC and Toronto, Ontario on our behalf, which receives telephone and web based orders and acts as a “point of sale” contact for each customer. The Sales Center schedules all appointments, maintains a detailed client database, conducts follow-up calls with all customers to gauge customer satisfaction and provides you with detailed reports so that you may more effectively manage the Franchised Business.

You will operate your 1-800-GOT-JUNK? Franchised Business in an assigned territory. Your territory will consist of subterritories. A subterritory is a geographic area we determine based on recently published census data.

Market and Regulatory Matters

For the type of junk removal services provided by 1-800-GOT-JUNK? businesses, that being residential and commercial junk removal services (the “Services”), there is a recognized and established business opportunity. Consumer demand for effective, professional and timely junk removal was the driving force behind the development of the System.

Each municipality has divisions that monitor businesses to ensure they follow all applicable laws. Each jurisdiction will issue a business license if required. You should consult your own local authority’s licensing and standards division for licenses or permits to do business, assumed name registrations and obtain sales tax permits. We are aware of industry-specific regulations including, but not limited to, labor and wage laws, health and safety and sanitation regulations, and safety requirements. There may be specific laws or regulations in your state or municipality regarding the operation of the Franchised Business. The laws in your state or municipality may be more or less stringent. You should examine these laws before purchasing a franchise from us. You may be required to obtain licenses, registrations, authorizations and permissions required under applicable federal, state or local laws to operate your Franchised Business.

Many jurisdictions will require a contractor’s license in order for you to be able to operate, which may require you to have experience in order for you to qualify. Among other things, you should investigate whether there are any local ordinances, or special license requirements pertaining to the Franchised Business, or whether any city, town, or other governmental agency has issued or granted an exclusive right or license to another garbage or waste hauler that would bar your operations in that area, or whether there may exist any special restrictions that may limit your right to access a local transfer site or landfill. You may want to obtain a complete copy of your state’s and other applicable statutes and regulations ~~and discuss them with your attorney.~~

You will be required to follow all pertinent local, state and federal laws and regulations specific to the junk hauling and removal industries. You will also be required to comply with all general business and commercial vehicle licensure laws and regulations. The Franchised Business will remove and haul upon order, non-hazardous junk for disposal, re-use and recycling. “Junk” is defined as items not removed in the normal municipal pick-up. We are not, and Franchised Businesses will not, be in the business of regular pick-up of trash along designated residential or commercial routes, or the hauling of liquids, gases, or flammable or hazardous waste. We urge you to make inquiries about laws that may be applicable to your Franchised Business. Because our industry is regulated, you must be aware of all regulations and keep apprised of changes that may have an impact on the Franchised Business. You are responsible for determining licensing requirements in your proposed territory before you sign the Franchise Agreement. Your business also may be limited by exclusive governmental licenses claimed by other garbage or waste collection companies, or by restrictions claimed on your right to access local transfer sites or landfills.

We operate nationally, leverage a national Sales Center, operate a sophisticated web-based dispatch system, and provide you with a comprehensive training program and ongoing business coaching and support. Our target market includes homeowners, property managers, contractors, realtors, and businesses. Your competitors include all other junk removal businesses.

ITEM 2. Business Experience

Founder, Chief Executive Officer, and Director: **Brian C. Scudamore**

Mr. Brian Scudamore founded 1-800-GOT-JUNK? LLC in October 1998 and has been our Chief Executive Officer and a director since formation. He founded Rubbish Boys in 1989 and has been its Chief Executive Officer and a director since formation. Mr. Scudamore has also served as Chief Executive Officer of: WOW Canada since October 2010; WOW US since December 2010, Shack Shine Canada since December 2013; Shack Shine US since July 2015; and O2E Brands since April 2015; ~~all~~. All positions held by Mr. Scudamore are located in Vancouver, B.C.

President: **Erik Church**

Erik Church has been President of 1-800-GOT-JUNK? LLC since August 2020, and was Chief Operating Officer from November 2011 to January 2024. Mr. Church has also served as President of O2E Brands since August 2020, and was its Chief Operating Officer from April 2014 to August 2020. He has also served as Chief Operations Officer for Shack Shine US since July 2015 and for WOW US since November 2011. He was President of Shack Shine US from August 2020 to June 2025 and was President of WOW US from August 2020 to June 2025. All positions held by Mr. Church are located in Vancouver, B.C.

Chief Operating Officer: **James Alisch**

James Alisch was made Chief Operating Officer of 1-800-GOT-JUNK? in February 2024. Prior to that, Mr. Alisch was Managing Director of 1-800-GOT-JUNK? from March 2021 to January 2024. Prior to that, he was the Managing Director of WOW US from February 2014 to February 2021, and Managing Director of Shack Shine US from December 2017 to July 2018. He was Vice President of Operations for 1-800-GOT-JUNK? from April 2006 to October 2009. All positions held by Mr. Alisch are located in Vancouver, B.C.

Vice President, Market Development: **Bob Slover**

Bob Slover has been Vice President, Market Development for 1-800-GOT-JUNK? since January 2019, located in Hilton Head Island, SC. Mr. Slover has been with 1-800-GOT-JUNK? since 2004 and held the title of Vice President, Franchise Operations from October 2015 to December 2018, located in Vancouver, B.C., and was Director, Field Support and Franchisee Trainer from July 2012 to October 2015, located in Vancouver, B.C.

Vice President, Operations: **Michael Lord**

Michael Lord has been Vice President, Operations for 1-800-GOT-JUNK? since January 2024. Mr. Lord has been with 1-800-GOT-JUNK? since June 2016 and held the title Field Operations Manager from June 2016 until May 2018, Senior Franchise Operations Manager from May 2018 to June 2020, Director of Operations from June 2020 to January 2022, and Vice President, Field Operations from January 2022 to January 2024, until his current role of Vice President. All positions held by Mr. Lord are located in Vancouver, B.C.

Vice President, Product and Technical Operations: **Steve LaPorte**

Steve LaPorte has been Vice President, Product and Technical Operations for 1-800-GOT-JUNK? since January 2024. Mr. LaPorte has been with 1-800-GOT-JUNK? since 2016 and held the title of Director, Product Management from February 2016 to January 2020, Director, Franchise Operations from January 2020 to January 2022, and Vice President, Franchise Operations from January 2022 to January 2024, until his current role of Vice President. All positions held by Mr. LaPorte are located in Vancouver, B.C.

Senior Director, Field Operations: **Lisa McKenzie**

Lisa McKenzie has been Senior Director, Field Operations for 1-800-GOT-JUNK? since September 2024. Ms. McKenzie has been with 1-800-GOT-JUNK? since 2019 and held the title of Field Operations Manager from September 2019 to January 2022, and Regional Director, Field Operations from January 2022 to September 2024, until her current role of Senior Director. All positions held by Ms. McKenzie are located in Vancouver, B.C.

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 initial franchise fee is \$8,125 per subterritory. We require a minimum purchase of eight subterritories, for a total minimum initial franchise fee of \$65,000. If your Franchised Business has twelve subterritories, the initial franchise fee will be \$97,500. The initial franchise fee is payable to us in a lump sum when you sign the Franchise Agreement. We will only refund the entire initial franchise fee

- 2) The Minimum Royalty is the following amount for each subterritory in your Territory: (i) \$1,200 in the calendar year which the Franchised Business commences operations, pro-rated as necessary to account for operations for a partial calendar year only; (ii) \$1,900 in the second calendar year of operations; (iii) \$2,500 in the third calendar year of operations; (iv) \$3,200 in the fourth calendar year of operations; (v) \$4,000 in the fifth calendar year of operations; and (vi) in the event of a renewal, no less than the Minimum Royalty payable during the last calendar year of the term or previous renewal term (as the case may be) plus an increase of no less than 10% (except as otherwise specified in any renewal agreement). The Minimum Royalty must be achieved in each subterritory in your Territory, regardless of the performance in other subterritories.
- 3) At this time, we impose continuing fees in a uniform manner for all new franchisees. Franchisees that were awarded franchises in prior years, franchisees that have prototyped new formats, and franchisees in which we or our affiliates have an ownership interest, may pay different continuing fees than new franchisees.

We retain discretion to reduce fees in individual cases in our discretion.

We also reserve the right to change the type and amount of fees that we require future franchisees to pay us.

- 4) Specified dollar amounts are subject to an inflation adjustment annually in proportion to the change in the Consumer Price Index, U.S. Average, all items, maintained by the U.S. Department of Labor (or any replacement index selected by us). This means that we may increase fees up to the increase in the Consumer Price Index.
- 5) We may in the future require you to pay us and our affiliates for specific products and services that we provide or that we collect on behalf of third-party suppliers. These may be products and services that we currently require franchisees to purchase, or they may be newly required products or services pursuant to our reserved rights to modify the System. These required payments cannot be specifically quantified as of the date of this disclosure document because they are currently unknown or unanticipated; but in any event will be applicable for products and services that we reasonably deem are necessary or beneficial for the operation of the System, are valuable and desired by franchisees or customers, or are made necessary by future developments such as changes in technology, partnerships with new vendors or suppliers, or changes in customer preferences. As of the date of this disclosure document, we do not anticipate the prices or fees we will charge for any such products or services will exceed our direct and indirect costs to develop and supply the product or service plus a markup of 35%. Once imposed, these fees may increase from time to time during the term of the Franchise Agreement generally in proportion to ~~our cost-increases to provide the product or service~~ in our costs referenced in the previous sentence.

Unless otherwise stated, all fees are uniformly imposed by and payable to 1-800-GOT-JUNK? and are non-refundable.

ITEM 7. Estimated Initial Investment

**YOUR ESTIMATED INITIAL INVESTMENT
(for a franchisee with 8 to 12 subterritories, with 8 being the
minimum-sized new territory we offer)**

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment Is to Be Made
	Low	High			
Initial Franchise Fee (Notes 1 and 12)	\$65,000	\$97,500	Lump sum	At signing of Franchise Agreement.	1-800-GOT-JUNK?
Initial Marketing Expense (Notes 2 and 12)	\$25,000	\$25,000	Lump sum	At signing of Franchise Agreement	1-800-GOT-JUNK? (then disbursed to 3 rd Party Vendors)
Computer Hardware and Software (Note 3)	\$1,500	\$4,000	As arranged	As incurred	3 rd Party Vendors
Miscellaneous Opening Costs (Note 4)	\$5,000	\$15,000	As arranged	As arranged	3 rd Party Vendors
Equipment (Vehicle Lease with dump body) Lease/purchase deposit (Note 5)	\$10,000	\$30,000	Monthly Lease	Monthly	Dealer/Seller/Lessor/Finance Company
Real Estate/Rent (Note 6)	\$1,200	\$5,000	As arranged	As arranged	Landlord/Lessor
Local Marketing* – 3 months (Note 7)	\$3,600	\$5,000	As arranged	As incurred	This money is spent and directed by the Franchisee on advertising in their local market. See Sections 10.1 and 10.2 of the Franchise Agreement. This expenditure is paid to third party authorized vendors.
Insurance (Note 8)	\$10,000	\$30,000	As arranged	As incurred	Insurance provider
Training Expenses (Note 9)	\$3,500 <u>2,000</u>	\$7,500	As required by vendors	Before Opening	Third-party hotel, restaurant and transportation vendors

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment Is to Be Made
	Low	High			
Additional Funds – 6 Months (Note 10)	\$59,000	\$75,000	As required by vendors and employees	As incurred	Employees, Suppliers, Utilities
TOTAL (Notes 11 and 12)	\$183,800 <u>18</u> <u>2,300</u>	\$294,000			

Notes:

- 1) This estimate represents the initial franchise fee of \$8,125 per subterritory, with the low estimate being a franchise with eight subterritories and the high estimate being a franchise with 12 subterritories. If your franchise is more than 12 subterritories, you will pay \$8,125 for each additional subterritory.
- 2) The Initial Marketing Expense will be used by us at our discretion to market and promote the Franchised Business prior to and/or during the first 6 months of operation.
- 3) You must establish and maintain a high-speed Internet connection for use in connection with your Franchised Business, and establish and operate such software, computer, communications and other systems hardware and software that we prescribe. These amounts represent the estimated cost to purchase and establish this equipment. Item 11 describes the required computer hardware and software in greater detail.
- 4) This estimates your initial miscellaneous start-up expenses, including your initial truck-based marketing kit, Universal Business Listing ads, uniforms, truck equipment, deposits, business licenses and legal expenses. Your expenses may vary depending upon the nature of your existing operations, whether you currently own computers, communications and related equipment and whether you currently have an office. You will also have to pay for fuel and maintenance costs for your trucks. These figures are estimates and we cannot guarantee that you will not have additional expenses in starting your business.
- 5) Truck total cost is estimated at \$77,750 per gasoline-powered truck and \$82,700 per diesel-powered truck, which includes an approved dump body at an estimated cost of \$25,100. The above low end figure assumes that the truck is leased or financed and does not include applicable taxes or shipping for the complete truck (chassis and dump body). The above high end figure assumes you put 20% down on the purchase of a truck, plus ongoing monthly payments. You must obtain a truck equipped with a dump body from our designated supplier. Truck cost is estimated and will vary depending upon market prices. You are encouraged to check with your local auto dealership. We require a minimum of two trucks but you may require more if you have multiple subterritories. If you have multiple subterritories, we recommend that you commence operating all vehicles as soon as reasonably possible; however, you are only required to purchase or lease two trucks upon startup, and purchase or lease further trucks according to a schedule after startup to which we agree. You are required to use only those trucks in the operation of the Franchised Business, and permitted to use the trucks only for the Franchised Business and for no other reason.

- 6) You must secure a location from which you will operate your franchise at the commencement of operations. You must maintain sufficient space to operate computer, communications and related equipment and maintain records. We estimate that you will need a minimum of 300 to 400 sq. feet. The above low estimate is based upon monthly rental payments of \$750 per month with the first month's rent and a damage deposit of \$450 paid at the beginning of the lease. The high estimate is based upon monthly rental payments of \$1,666, with payment of first and last month's rent and a damage deposit equal to one month's rent paid at the beginning of the lease.
- 7) You are required to expend 8% of your Gross Revenue on local advertising, but in any event no less than \$3,600 per quarter on local advertising during your first year of operations. A significant amount of working capital may be allocated to additional marketing during the start-up phase of the business. The prices for these items will vary depending upon your location and on market prices.
- 8) You must obtain and maintain at all times during the term of your franchise the types of insurance policies or coverage and the minimum policy limits or maximum deductibles of any policy as specified in the Operations Manual ("Coverages"), which are apt to change from time-to-time. This estimate includes your initial insurance expenses, but you must continually maintain insurance coverage in such amounts as we specify. You must also maintain at all times all insurance policies as required by the law in which your Franchised Business is operated. You must name us and our affiliates, agents, representatives, shareholders, directors, officers and employees as additional insureds on all policies of insurance, and include a waiver of subrogation against these additional insureds. The following are our current minimum requirements for Coverages:

Type	Coverage
Comprehensive Liability	Not less than \$2,000,000 per occurrence
Business Interruption	As required by Franchisor
Vehicle Liability	Not less than \$1,000,000 or as required by Franchisor
Employer's Liability Insurance	As required by Franchisor; not less than \$1,000,000
Umbrella Coverage	Not less than \$2,000,000
Worker's Compensation	As required by state law
Primary and Noncontributory Endorsement	
Blanket Contractual Liability Endorsement	
Other	As required by Franchisor

- 9) The training expenses are incurred by you for your travel, accommodations and meals while training at our training facility. Per person expected costs are based upon a 5-day estimated stay, with accommodations from \$200-350 per night; one meal at \$25 to \$50 per day (we provide breakfast and lunch during training); air transportation at \$750-1,250 per person, and local transportation at \$25-100 per day. We will train the Principal Operator and any other director, officer, or shareholder of your entity that we require, at no charge to you; however, you must pay for all related training expenses as outlined. The low estimate assumes one person attends training and the high estimate assumes two people attend training. Travel between Canada and the United States now requires a passport. You are responsible for making sure all training participants have the proper documentation to attend training at our facility in Vancouver, BC., or at another location to be determined.

franchise. Unless we have specified otherwise, you may currently purchase or lease these items from sources you choose so long as they meet our specifications. We reserve the right, in the future, to serve as, to change, or to designate, an approved supplier for any of these items. Specifications and standards for these items are included in the Operations Manual, and may be updated or modified periodically by us.

You must obtain and maintain at all times during the term of your franchise the types of insurance policies or coverage and the minimum policy limits or maximum deductibles of any policy as specified in the Operations Manual (“Coverages”), which are apt to change from time-to-time. You must also maintain at all times all insurance policies as required by the law in which your Franchised Business is operated. You must name us and our affiliates, agents, representatives, shareholders, directors, officers and employees as additional insureds on all policies of insurance, and include a waiver of subrogation against these additional insureds. The following are our current minimum requirements for Coverages:

Type	Coverage
Comprehensive Liability	Not less than \$2,000,000 per occurrence
Business Interruption	As required by Franchisor
Vehicle Liability	Not less than \$1,000,000 or as required by Franchisor
Employer’s Liability Insurance	As required by Franchisor; not less than \$1,000,000
Umbrella Coverage	Not less than \$2,000,000
Worker’s Compensation	As required by state law
Primary and Noncontributory Endorsement	
Blanket Contractual Liability Endorsement	
Other	As required by Franchisor

We require you to secure space from which to operate your Franchised Business. We estimate that you will need a minimum of 300 square feet.

Our criteria for supplier approval may also be included in the Operations Manual, or may be requested from us directly in writing. ~~Generally, we apply the following criteria, among others, in considering whether the supplier will be designated as an approved supplier:~~

- ~~You must submit all requests for approval of proposed suppliers to us in writing.~~ ~~1. Ability to produce the products, services, supplies or equipment to meet both our standards and specifications for quality and uniformity and our customers’ expectations;~~
- ~~2. Production and delivery capabilities and ability to meet supply commitments;~~
 - ~~3. Integrity of ownership (to insure that its association with 1 800 GOT JUNK? will not be inconsistent with our image or damage our goodwill);~~
 - ~~4. Financial stability; and~~
 - ~~5. The negotiation of a mutually satisfactory license to protect our intellectual property.~~

We will advise you within a reasonable time (no more than 30 days) whether the proposed items and supplier(s) meet our specifications, and our approval will not be unreasonably withheld. You will be notified in writing of our approval or disapproval and of revocation of approved suppliers. Suppliers must maintain our standards in accordance with written specifications and any modifications. Failure to correct a deviation from the System’s specifications will result in the termination of status as an approved supplier. If our evaluation of your proposed supplier would require us to incur any non-trivial costs (such as purchase of sample products), we will ask you to pay such costs.

Local and Regional Branding Cooperatives

We may organize mandatory branding cooperatives consisting of any number of franchisees. Branding cooperatives may be organized geographically, or along any other parameters that we designate. If your franchise is located in a geographic area where a branding cooperative is established, or meets the parameters that we designate for any other branding cooperative, then you will be obliged to participate in the branding cooperative, which may include traveling to attend meetings. If franchisees representing 65% of the revenue earned in a particular branding cooperative agree, then you will be required to contribute to the branding cooperative. However, you can never be required to contribute a total of more than 5% of your Gross Revenue for all branding cooperatives to which you belong, and the amount you contribute to branding cooperatives may be credited towards your minimum local marketing obligations discussed above. We may administer local or regional branding cooperatives unless franchisees elect to administer the cooperative themselves. Membership will be defined as one vote per franchise, and franchisor-owned outlets will participate on the same basis as franchisee members. Governing documents, if any, for the cooperative will be available for franchisees to review.

Franchise Advisory Council

1-800-GOT-JUNK? has a Franchise Advisory Council (“FAC”) that is comprised of certain franchisees. The members are chosen by 1-800-GOT-JUNK? from a pool of interested franchisees. The FAC acts as an advisory board to the Franchisor’s management. FAC members serve at 1-800-GOT-JUNK?’s discretion and becoming a franchisee does not create a right to sit on the FAC. We can disband the FAC at any time.

Computer Systems

You must establish and maintain a high speed Internet connection for use in connection with your Franchised Business, and we may require you to obtain computer hardware and software (collectively, “Computer Systems”) and we may periodically modify specifications for the Computer Systems. The required Computer Systems currently include either a laptop or tablet computer with the ability to run current versions of Windows, Microsoft Office and have wireless internet capabilities; a printer; and a digital camera. We estimate the cost to purchase the Computer Systems and related equipment to our specifications will cost approximately \$1,500 to ~~\$3,000~~\$4,000.

We may charge a reasonable fee if we develop or have developed (and, once developed, for modifying and enhancing) proprietary software and for other computer maintenance and support services that we or any of our affiliates provide to you. You must sign any software license agreement or similar document that we or any of our affiliates prescribes to regulate your use with respect to the software, as applicable.

You must establish and operate at your own expense, such customer relationship management, order processing, point of sale, bookkeeping, accounting, record keeping, security, computer, communications and other systems and software we prescribe periodically. If we adopt new methods, procedures or systems, you must purchase and utilize such systems and software, pay all fees charged by us, our affiliates or others for the use of such systems and software, and purchase or lease all necessary Computer Systems. If we prescribe any such systems or software, you must use only such systems and software and not use any other system or software in operating your Franchised Business.

We will provide you with secure passwords to our proprietary CRM System and other Computer Systems used in the System. We will train you on how to use the CRM System. O2E Brands will maintain the CRM System and will provide updates as needed.

The Computer Systems must be kept up-to-date based on our specifications. There are no limitations on the frequency and cost of computer hardware and software upgrades. We are not responsible for

providing on-going maintenance, repairs, upgrades or updates to your Computer Systems, except to the CRM System. The cost for maintaining your Computer Systems will vary based on the type of maintenance program, if any, you decide to purchase from third-party vendors. You have sole and complete responsibility for: (i) the acquisition, operation, maintenance and upgrading of the Computer Systems; (ii) the manner in which your Computer Systems interface with our computer system and those of third parties; and (iii) any and all consequences that may arise if the Computer Systems are not properly operated, maintained and upgraded.

We will have independent access at any time to information you enter into the CRM System. The CRM System will collect sales data associated with the jobs you record and provide reports to both of us in order that we may more efficiently manage the business. Information collected on the CRM System includes financial information and the information you collect from your customers including names, addresses, telephone numbers, and payment details. There are no contractual restrictions on our access to this data. Compiled sales data regarding all franchised businesses in the System will be made available to other franchisees. We also retain the general right to inspect and audit your electronic records relating to the Franchised Business.

Site Selection

We require you to operate the Franchised Business exclusively from the location set forth in the Franchise Agreement (the "Franchised Location"). Your Franchised Location must be located anywhere within your Territory. We estimate that you will need a minimum of 300 - 400 square feet. In addition to the rent you will be required to pay, the cost to lease space will depend upon the amount of any deposit you must pay in connection with the rental, build-out costs, or pre-paid rent that the landlord may require. You may relocate your Franchised Location to another location within your Territory only after providing prior written notice to us and at your sole cost and expense. We do not provide you with assistance in selecting or securing your Franchised Location, and we do not approve your Franchised Location.

Opening of Franchised Business

The typical length of time between the signing of the Franchise Agreement and the opening of the Franchised Business is 6 to 11 weeks. Factors affecting this length of time usually include your availability for attending the pre-opening training.

Pricing of Services

We are not obligated to do so, but we reserve the right to set and mandate the retail prices at which you must sell the Services, including setting a maximum price, a minimum price, or an authorized range of prices for Services, each to the extent permitted by applicable law.

ITEM 12. Territory

Protected Territory

Before signing the Franchise Agreement, we will determine your protected territory ("Territory") by developing geographic areas with a population between 62,500 - 75,000 based on the most recently published data from the U.S. Census Bureau (or such other source as we may indicate to you). Your Territory will consist of a minimum of eight of these areas, and each one will be considered a "subterritory."

MARK	REGISTRATION NUMBER	REGISTRATION DATE
JUST POINT, AND JUNK DISAPPEARS	5,179,105 (IC 39)	Registered April 11, 2017
WE MAKE JUNK DISAPPEAR	6,841,920 (IC 39)	Registered September 13, 2022
WE MAKE JUNK DISAPPEAR	6,841,920 (IC 39)	Registered September 13, 2022
ALL YOU HAVE TO DO IS POINT	6,841,921 (IC 39)	Registered September 13, 2022
GOODBYE JUNK. HELLO RELIEF.	7,504,950 (IC 39)	Registered September 17, 2024

Rubbish Boys has filed all required affidavits for the above listed Marks, and intends to renew the registrations for the listed marks at the times required by law.

Rubbish Boys and 1-800-GOT-JUNK? have established certain common law rights to the Marks by virtue of their continuous, exclusive and extensive use and advertising.

~~You must use the names and Marks in full compliance with the provisions of the Franchise Agreement and in accordance with our rules. You cannot use any name or Mark as a part of any corporate name with any prefix, suffix or other modifying words, terms, designs or symbols. In addition, you may not use any name or mark associated with the sale of any unauthorized product or service in any manner not explicitly authorized in writing by us.~~

You may not directly or indirectly oppose our right to our trademarks, trade names, trade secrets or business techniques that are part of our business. You must notify us immediately if you learn about a claim against your use of our trademarks (see Franchise Agreement, Section 12.7). We will take whatever action, if any, we deem appropriate and we have the exclusive right to control any litigation or administrative proceeding involving the Marks licensed to you. We have no obligation to defend you or to take any legal action against others with respect to any claim related to your use of our trademark, and we will not indemnify you against claims of infringement or unfair competition arising out of your use of the Marks.

Under the Franchise Agreement, we have the unlimited right to modify or discontinue use of the Marks, or adopt for use any additional or substitute marks, and if we give you written notice thereof, then you must comply with our instructions without compensation from us. Upon termination of the Franchise Agreement, you must immediately cease all use of the Marks.

There is no currently effective material determination of the U.S. Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition or cancellation proceeding or any pending material federal or state court litigation involving the trademarks, service marks, trade names, logotypes or other commercial symbols licensed to us. We do not know of any superior prior rights or infringing uses that could affect your use of the Marks.

You may be required to refrain from soliciting business directly from any National Account Customer.

ITEM 17. Renewal, Termination, Transfer, and Dispute Resolution

This table lists certain important provisions of the franchise and related agreements ~~pertaining to renewal, termination, transfer and dispute resolution~~. You should read these provisions in the agreements attached to this disclosure document.

THE FRANCHISE RELATIONSHIP

	Provision	Section in Franchise Agreement	Summary
a.	Length of the Franchise Term	2.6, Schedule B	5 years.
b.	Renewal or extension of the term	19, Schedule B	3 additional 5 year terms. We may in our discretion offer further renewal terms to qualified franchisees in accordance with our policy.
c.	Requirements for you to renew or extend	19	Provided that you are in full compliance with the Franchise Agreement and have not committed stated defaults, you will have the right to renew your franchise, under the following conditions: you give written notice of your right to renew; you meet our then-current requirements for franchisees; you sign our current form of Franchise Agreement, which may contain terms and conditions that are materially different from your current agreement; pay renewal fee; upgrade vehicles.
d.	Termination by you	Not Applicable	Only in accordance with applicable law.
e.	Termination by 1-800-GOT-JUNK? without cause	2.6	If you do not renew, franchise will terminate at expiration of Term.
f.	Termination by 1-800-GOT-JUNK? with cause	17	We may terminate by giving you written notice, in some cases after providing you written notice of default and a cure period. Cross-defaults may also result in termination.
g.	“Cause” defined – defaults which can be cured	17.1	Failure to cure a non-payment default within 15 days after written notice; or failure to cure non-compliance with any other obligation or lack of good standing with us within 30 days after written notice of default.
h.	“Cause” defined – defaults	17.2; 17.3	Three or more curable defaults within a 12-month period; failure to commence

	Provision	Section in Franchise Agreement	Summary
v.	Choice of forum	23.14; 23.15	Subject to potential limitations of applicable state law, litigation must be in King County, Washington.
w.	Choice of law	23.13	Subject to potential limitations of applicable state law, Delaware law applies for construction and interpretation of the franchise agreement, but does not give rise to statutory or regulatory claims that would not otherwise apply.

ITEM 18. Public Figures

Brian C. Scudamore, our Co-Founder, Chief Executive Officer, and Director, may be considered a public figure due to his regular appearance on the television program *Dragon's Den*. Mr. Scudamore owns a controlling interest in us and as our CEO is our highest-ranking executive officer.

ITEM 19. Financial Performance Representations

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

HISTORICAL FINANCIAL PERFORMANCE INFORMATION

The following financial performance information is presented in three parts, and contains historical information on the Gross Revenue results of specified 1-800-GOT-JUNK? franchisees (including our Flywheel affiliates that own and operate outlets under franchise agreements). The information is compiled from data supplied by 1-800-GOT-JUNK? franchisees, which we have not audited. Unless otherwise specified, "Gross Revenue" means the amount of actual gross sales to consumers for products and services less taxes collected and credits or refunds given in accordance with our refund policy. For some tables in this Item 19, we include franchised businesses in Canada and Australia because these Canadian and Australian franchisees operate businesses that are substantially similar to those in the U.S., with substantially similar performance results and no material differences between the data of the three groups other than the currency.

PART I: Average ~~2023~~2024 Gross Revenue of U.S. Franchisees

The following tables present the average, median, highest and lowest Gross Revenue realized by the 147 Franchised Businesses (105 unaffiliated franchisees and 42 DBA franchisees) that were operating in the U.S. for more than one day and made any gross sales at any point during the 12-month period ending on

PART II: Franchisees by Gross Revenue Range

The following table presents the number and percentage of 1-800-GOT-JUNK? Franchised Businesses that had 2024 Gross Revenues in four performance ranges, and includes data from all Franchised Businesses operating in the United States, Canada, and Australia that reported revenue and were open on December 31, 2024.

Total Gross Revenue of 1-800-GOT-JUNK? Franchisees
For the Twelve Months Ending December 31, ~~2023~~2024
(reported in US Dollars)

Country	United States	Canada*	Australia**
Total # of Franchisees Reported	149	20	6
# and % Making Total Gross Revenue Over \$1,000,000	119/80%	14/70%	6/100%
# and % Making Total Gross Revenue From \$750,001 to \$1,000,000	7/5%	4/20%	0/0%
# and % Making Total Gross Revenue From \$500,001 to \$750,000	13/9%	2/10%	0/0%
# and % Making Total Gross Revenue of \$500,000 or Less	10/7%	0/0%	0/0%

* The Gross Revenue figure in Canadian Dollars was converted using the calendar year 2024 average exchange rate of 0.7302 for Canadian to U.S. Dollars, which rate ranged from 0.6922 to 0.7550 during calendar year 2024, and was 0.6948 on December 31, 2024.

** The Gross Revenue figure in Australian Dollars was converted using the calendar year 2024 average exchange rate of 0.6595 for Australian to U.S. Dollars, which rate ranged from 0.6185 to 0.6919 during calendar year 2024, and was 0.6185 on December 31, 2024.

PART III: System-Wide Revenue and Growth

The following table presents the total Gross Revenue from all 1-800-GOT-JUNK? Franchised Businesses operating in the United States, Canada and Australia for at least 1 day in the ~~2023~~2024 calendar year.

Total 2024 Gross Revenue of 1-800-GOT-JUNK? Franchisees
(reported in US Dollars)

Country	Total Reported Gross Revenue
United States	\$479,673,717
Canada *	\$40,837,998
Australia **	\$16,949,185

* The Gross Revenue figure in Canadian Dollars was converted using the calendar year 2024 average exchange rate of 0.7302 for Canadian to U.S. Dollars, which rate ranged from 0.6922 to 0.7550 during calendar year 2024, and was 0.6948 on December 31, 2024. More Canadian to U.S. Dollar exchange rates can be found here: <https://www.exchange-rates.org/exchange-rate-history/usd-cad-2024>.

** The Gross Revenue figure in Australian Dollars was converted using the calendar year 2024 average exchange rate of 0.6595 for Australian to U.S. Dollars, which rate ranged from 0.6185 to 0.6919 during calendar year 2024, and was 0.6185 on December 31, 2024. More Australian to U.S. Dollar

The name, address, phone number, and contact person for each of our franchisees is described in Exhibit A (some franchisees have multiple Franchised Businesses). The name and last known city, state and telephone number of each franchisee whose Franchised Business has been terminated, cancelled, not renewed or who otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the last fiscal year are also included in Exhibit A. There are no franchisees who have not communicated with 1-800-GOT-JUNK? within 10 weeks of the date of this disclosure document.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

~~During the last three fiscal years~~In some instances, current or former franchisees ~~may have signed~~sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

We are not aware of any trademark-specific franchisee organization associated with our franchise system.

ITEM 21. Financial Statements

Our unaudited financial statements as at May 31, 2025; and our audited financial statements as at December 31, 2024, December 31, 2023, and December 31, 2022; are attached to this disclosure document as Exhibit E.

ITEM 22. Contracts

All proposed agreements regarding the franchise offering are attached as follows:

Exhibit B - Franchise Agreement
Exhibit F - Guarantee, Postponement and Covenants
Exhibit G - General Security Agreement
Exhibit H - National Account Service Agreement
Exhibit I - State-Specific Addenda
Exhibit J - Franchisee Disclosure Questionnaire and Certification
Exhibit K - Form of General Release

ITEM 23. Receipt

The last 2 pages of this disclosure document are duplicate Receipts, which will serve as an acknowledgement by you that you have received a copy of this disclosure document. You should sign both copies of the Receipt, return one copy to us and retain one for your records. If the Receipt pages, or any other page or Exhibit is missing from your copy of the franchise disclosure document, please contact us immediately.

EXHIBIT D
NAMES AND ADDRESSES OF STATE REGULATORY AUTHORITIES
AND AGENTS FOR SERVICE OF PROCESS IN CERTAIN STATES

STATE	STATE REGULATORY AUTHORITY	AGENT FOR SERVICE OF PROCESS
California	<p>Commissioner of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505</p> <p>One Sansome Street, Suite 600 San Francisco, CA 94104 (415) 972-8559</p> <p>651 Bannan Street, Suite 300 Sacramento, CA 95811 (916) 327-7585</p> <p>(866) 275-2677 www.dfpi.ca.gov Ask.DFPI@dfpi.ca.gov</p>	<p>Commissioner of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 (866) 275-2677</p> <p>One Sansome Street, Suite 600 San Francisco, CA 94104 (415) 972-8559</p> <p>www.dfpi.ca.gov Ask.DFPI@dfpi.ca.gov</p>
Connecticut	<p>Banking Commissioner 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230</p>	[Not Applicable]
Florida	<p>Dept of Agriculture & Consumer Services Division of Consumer Services 2005 Apalachee Pkwy. Tallahassee, FL 32399-6500 (850) 410-3800</p>	[Not Applicable]
Hawaii	<p>Business Registration Division Department of Commerce & Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722</p>	<p>Commissioner of Securities of the State of Hawaii, Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street Room 203 Honolulu, HI 96813 (808) 586-2722</p>
Illinois	<p>Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, IL 62706<u>62701</u> (217) 782-4465</p>	<p>Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, IL 62706<u>62701</u> (217) 782-4465</p>
Indiana	<p>Indiana Secretary of State Securities Division, E-111 302 West Washington Street, Room E-111 Indianapolis, IN 46204 (317) 232-6681</p>	<p>Indiana Secretary of State 302 West Washington Street, Room E-111 Indianapolis, IN 46204 (317) 232-6681</p>

STATE	STATE REGULATORY AUTHORITY	AGENT FOR SERVICE OF PROCESS
Maryland	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2021 (410) 576-6360	Maryland Securities Commissioner at the Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2021 (410) 576-6360
Michigan	Consumer Protection Division Michigan Department of Attorney General G. Mennen Williams Building, 1 st Floor 525 W. Ottawa Street Lansing, MI 48933 (517) 373-7117	Michigan Department of Consumer and Industry Services Corporations, Securities & Commercial Licensing Bureau P.O. Box 30018 Lansing, MI 48909 2407 N Grand River Ave Lansing, MI 48906 (517) 241-6470
Minnesota	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1600	Minnesota Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1600
Nebraska	Staff Attorney Department of Banking and Finance Commerce Court 1230 "O" Street, Suite 400 Lincoln, NE 68508-1402 (402) 471-3445	[Not Applicable]
New York	NYS Department of Law Investor Protection Bureau 28 Liberty St., 21 st Floor New York, NY 10005 (212) 416-8222	New York Secretary of State 99 Washington Avenue Albany, NY 12231 (518) 473-2492
North Dakota	North Dakota <u>Insurance & Securities</u> Department 600 East Boulevard Avenue State Capitol, Fourteenth Floor, Dept 414 Bismarck, ND 58505 (701) 328-4712 <u>328-2910</u>	<u>Insurance Commissioner</u> North Dakota <u>Insurance & Securities</u> Commissioner <u>Department</u> 600 East Boulevard Avenue State Capitol, Fourteenth Floor, Dept 414 Bismarck, ND 58505 (701) 328-4712 <u>328-2910</u>
Oregon	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 97310 (503) 378-4387	[Not Applicable]

**STATE SPECIFIC ADDENDA
TO FRANCHISE DISCLOSURE DOCUMENT
AND FRANCHISE AGREEMENT**

The following are state specific changes for certain franchise registration states and are applicable to you only if you are covered by the franchise law of the referenced state:

ILLINOIS

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

~~The following modifications are to the 1-800-GOT-JUNK? LLC Franchise Disclosure Document and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement dated _____, 20__.~~

Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

Illinois law governs the franchise agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside Illinois.

Your rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

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.

~~Financial Condition. The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.~~

NORTH DAKOTA

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

The following modifications are to the 1-800-GOT-JUNK? LLC Franchise Disclosure Document and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement dated _____, 20__.

Sections of the Disclosure Document and Franchise Agreement requiring you to consent to the jurisdiction of courts outside of North Dakota or providing for resolution of disputes to be outside North Dakota may not be enforceable under North Dakota law, and are amended accordingly to the minimum extent required by law.

~~Sections of the Franchise Agreement requiring you to arbitrate or mediate disputes may require you to consent to a waiver of trial by jury. A waiver of trial by jury may not be enforceable under North Dakota law and any such provisions are amended accordingly to the minimum extent required by law.~~

The State of North Dakota has determined that parties agreeing to the arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business is unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee's place of business

Sections of the Disclosure Document and Franchise Agreement relating to choice of law, may not be enforceable under North Dakota law, and are amended accordingly to the minimum extent required by law.

Sections of the Disclosure Document and Franchise Agreement requiring you to sign a general release upon renewal of the Franchise Agreement may not be enforceable North Dakota law, and are amended accordingly to the minimum extent required by law.

~~Sections of the Disclosure Document and Franchise Agreement requiring you to consent to termination or liquidated damages may not be enforceable under North Dakota law. The Disclosure Document and Franchise Agreement are revised to state that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.~~

The State of North Dakota has determined that requiring a franchisee to consent to termination or liquidated damages in a franchise agreement is unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement that a franchisee consent to termination or liquidated damages is deleted.

The State of North Dakota has determined that requiring a franchisee to consent to a limitation of claims to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The limitation of claims period is governed by North Dakota law.

If the Franchise Agreement contains any provision that allows us to recover liquidated damages or termination payments, and if that provision is held unenforceable by an arbitrator or court of competent jurisdiction or if we waive that provision, then we are permitted instead to recover contractual damages caused by any breach of contract or default by you.

Sections of the Franchise Agreement requiring you to consent to a waiver of exemplary and punitive damages may not be enforceable under North Dakota law, and any such provisions are amended accordingly to the minimum extent required by law.

SOUTH DAKOTA

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

The following modifications are to the 1-800-GOT-JUNK? LLC Franchise Disclosure Document and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement dated _____, 20__.

Items 5 and 7 of the Disclosure Document and Section 3.1 and Schedule B of the Franchise Agreement are amended to provide that all initial fees and payments shall be deferred until such time as the franchise is operational.

ACKNOWLEDGMENT:

It is agreed that the foregoing state law addendum supersedes any inconsistent portion of the Franchise Agreement dated the _____ day of _____, 20__ , and of the Franchise Disclosure Document, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as the state law remains in effect.

FRANCHISOR:

1-800-GOT-JUNK? LLC

By: _____
Title: _____
Date Signed: _____

FRANCHISEE:

By: _____
Title: _____
Date Signed: _____

other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

~~The Franchisee Disclosure Questionnaire and Certification attached as Exhibit J to the Disclosure Document does not apply to Washington franchisees.~~

~~Section 23.23 of the Franchise Agreement does not apply to Washington franchisees.~~

~~Section 23.24(a) of the Franchise Agreement is deleted.~~

~~The Acknowledgement and Execution By Franchisee in the Franchise Agreement does not apply to Washington franchisees.~~

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

Franchisees who receive financial incentives to refer franchise prospects to the Franchisor may be required to register as franchise brokers under the laws of Washington State.

19. **Deferral of Initial Franchise Fees.** In lieu of an impound of franchise fees, the franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the Franchise Agreement or Franchise Disclosure Document, and (b) is ready to commence business.

20. Additional Revisions, Modifications, and Disclosures Required for Washington.

• The Franchisee Disclosure Questionnaire and Certification attached as Exhibit J to the Disclosure Document does not apply to Washington franchisees.

• Section 23.23 of the Franchise Agreement does not apply to Washington franchisees.

• Section 23.24(a) of the Franchise Agreement is deleted.

• The Acknowledgement and Execution By Franchisee in the Franchise Agreement does not apply to Washington franchisees.

[signatures on following page]

State Effective Dates

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

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

State	Effective Date
California	Pending <u>December 2, 2025</u>
Illinois	Pending
Indiana	Pending <u>August 18, 2025</u>
Maryland	Pending <u>November 25, 2025</u>
Michigan	July 10, 2025
Minnesota	Pending
New York	Pending <u>December 22, 2025</u>
North Dakota	Pending <u>August 19, 2025</u>
Rhode Island	Pending <u>June 3, 2025</u>
South Dakota	Pending <u>September 30, 2025</u>
Virginia	Pending <u>September 26, 2025</u>
Washington	Pending <u>November 26, 2025</u>
Wisconsin	Pending <u>August 18, 2025</u>

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.

RECEIPT

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

If 1-800-GOT-JUNK? LLC offers you a franchise, it must provide this disclosure document to you at least 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.

The laws of New York require 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.

The laws of Michigan require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If 1-800-GOT-JUNK? 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 your State Administrator as set forth in Exhibit D. See Exhibit D for 1-800-GOT-JUNK? LLC's agents for service of process.

The franchisor is 1-800-GOT-JUNK? LLC, located at 301 - 887 Great Northern Way, Vancouver, B.C., Canada V5T 4T5. Its telephone number is 1-877-468-5865.

Issuance Date: July 17, 2025

The following franchise seller(s) has/have offered this franchise on behalf of 1-800-GOT-JUNK? LLC:

<u>Name</u>	<u>Principal Business Address</u>	<u>Telephone Number</u>
Bob Slover	19 Sailmaster Common, Hilton Head Island, SC 29928	404-819-2436

I received a disclosure document with an issuance date of July 17, 2025 that included the following Exhibits:

- | | |
|---|--|
| A. List of Franchisees and Certain Former Franchisees | G. General Security Agreement |
| B. Franchise Agreement with attached schedules | H. National Account Program Participation Agreement |
| C. Operations Manual Table of Contents | I. State Specific Addenda |
| D. State Regulatory Authorities and Agents for Service of Process in Certain States | J. Franchisee Disclosure Questionnaire and Certification |
| E. Financial Statements | K. Form of General Release |
| F. Guarantee Agreement | L. State Effective Dates |
| | M. Receipts |

PROSPECTIVE FRANCHISEE:

DATE DISCLOSURE DOCUMENT

RECEIVED: _____

(print name of entity)

(state where entity formed)

(signature)

(print name and title)

KEEP THIS COPY FOR YOUR RECORDS

RECEIPT

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

If 1-800-GOT-JUNK? LLC offers you a franchise, it must provide this disclosure document to you at least 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.

The laws of New York require 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.

The laws of Michigan require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If 1-800-GOT-JUNK? 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 your State Administrator as set forth in Exhibit D. See Exhibit D for 1-800-GOT-JUNK? LLC’s agents for service of process.

The franchisor is 1-800-GOT-JUNK? LLC, located at 301 - 887 Great Northern Way, Vancouver, B.C., Canada V5T 4T5. Its telephone number is 1-877-468-5865.

Issuance Date: July 17, 2025

The following franchise seller(s) has/have offered this franchise on behalf of 1-800-GOT-JUNK? LLC:

<u>Name</u>	<u>Principal Business Address</u>	<u>Telephone Number</u>
Bob Slover	19 Sailmaster Common, Hilton Head Island, SC 29928	404-819-2436

I received a disclosure document with an issuance date of July 17, 2025 that included the following Exhibits:

- A. List of Franchisees and Certain Former Franchisees
- B. Franchise Agreement with attached schedules
- C. Operations Manual Table of Contents
- D. State Regulatory Authorities and Agents for Service of Process in Certain States
- E. Financial Statements
- F. Guarantee Agreement
- G. General Security Agreement
- H. National Account Program Participation Agreement
- I. State Specific Addenda
- J. Franchisee Disclosure Questionnaire and Certification
- K. Form of General Release
- L. State Effective Dates
- M. Receipts

PROSPECTIVE FRANCHISEE:

DATE DISCLOSURE DOCUMENT

RECEIVED: _____

(print name of entity)

(state where entity formed)

(signature)

(print name and title)

RETURN THIS COPY TO US