

FRANCHISE DISCLOSURE DOCUMENT



Casago International, LLC
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We franchise the right to operate a single “Casago” full-service property management business providing short-term vacation and corporate housing rentals and property management services.

The initial investment required for the establishment of a Casago Business ranges from \$23,000 to \$1,287,000. This amount includes \$14,000 to \$112,000 that must be paid to us or an 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 fourteen (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 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 corporate office at ~~15475 North Greenway Hayden Road, Suite B-2, Scottsdale, AZ 85260~~ 850 NW 13th Avenue, Portland, OR 97209, or via telephone at (877) 525-0999.

The terms of your Franchise Agreement will govern your franchise relationship. Don’t rely on the disclosure document alone to understand your contracts. Read all of your contracts carefully. Show your contracts and this disclosure document to an advisor, such as 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, D.C. 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: April ~~4, 2025, as amended May 1, 2025 and June 24, 2025~~1, 2026

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits F and G.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit C includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Casago business in my area?	Item 12 and the "territory" provisions in the Franchise Agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchise have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Casago Franchisee?	Item 20 or Exhibits F and G list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all exhibits in this disclosure document to better understand this franchise opportunity. See the Table of Contents.

What You Need to Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The Franchise Agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The Franchise Agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the Franchise Agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your Franchise Agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The Franchise Agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends that franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your Franchise Agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

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 arbitration only in ~~Arizona~~Oregon or in the state where Franchisor's headquarters is then-located. Out-of-state arbitration may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate with the franchisor in ~~Arizona~~Oregon or in the state where Franchisor's headquarters is then-located than in your own state.
- ~~2. **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.~~
- ~~3. **Short Operating History**. The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.~~
2. **Mandatory Minimum Payments**. You must make minimum royalty 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. **Sales Performance Required**. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

TABLE OF CONTENTS

<u>Item</u>	<u>Page</u>
ITEM 1 THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES	1
ITEM 2 BUSINESS EXPERIENCE	~~34~~
ITEM 3 LITIGATION	~~45~~
ITEM 4 BANKRUPTCY	~~46~~
ITEM 5 INITIAL FEES	~~46~~
ITEM 6 OTHER FEES	~~68~~
ITEM 7 ESTIMATED INITIAL INVESTMENT	~~1215~~
ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	~~1618~~
ITEM 9 FRANCHISEE'S OBLIGATIONS	~~2023~~
ITEM 10 FINANCING	~~2224~~
ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	~~2224~~
ITEM 12 TERRITORY	~~3334~~
ITEM 13 TRADEMARKS	~~3536~~
ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	~~3638~~
ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	~~3739~~
ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	~~3840~~
ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	~~3941~~
ITEM 18 PUBLIC FIGURES	~~4648~~
ITEM 19 FINANCIAL PERFORMANCE REPRESENTATION	~~4649~~
ITEM 20 OUTLETS AND FRANCHISEE INFORMATION	~~4749~~
ITEM 21 FINANCIAL STATEMENTS	~~5256~~
ITEM 22 CONTRACTS	~~5256~~

EXHIBITS

Exhibit A -- List of State Administrators/Agents for Service of Process	Exhibit G -- List of Franchisees Who Have Left the System
Exhibit B -- Table of Contents of Operations Manuals	Exhibit H -- State Specific Addenda
Exhibit C -- Financial Statements	Exhibit I -- Compliance Certification
Exhibit D -- Franchise Agreement	Exhibit J -- List of Vacasa Subsidiaries
Exhibit E -- Sample Termination and Release Agreement	Exhibit K -- Asset Purchase Agreement
Exhibit F -- List of Franchisees	Exhibit L -- Nondisclosure Agreement
	Exhibit M -- State Effective Dates Page
	Exhibit N -- Receipts

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

The Franchisor

To simplify the language in this Franchise Disclosure Document, “Casago” “we” or “us” means Casago International, LLC, the franchisor of this business. “You” or “Franchisee” means the person or entity who buys the franchise. If an entity buys the franchise, certain references to “you” or “Franchisee” may refer to the entity’s owners or management.

Casago International, LLC is an Arizona limited liability company formed on May 14, 2020. Our principal business address is ~~15475 North Greenway Hayden Road Suite B2, Scottsdale, AZ 85260~~ 850 NW 13th Avenue, Portland, OR 97209. We began offering Casago franchises in April of 2021. We do not do business under any name other than our corporate name and the name “Casago”. We have not offered franchises in any other line of business. Additionally, we do not engage in any other major business activities outside of the Casago franchise system. Our agents for service of process are listed in Exhibit A of this Disclosure Document.

Our Parent

We are owned by Casago Holdings, LLC, a Delaware limited liability company with a principal address of ~~15475 North Greenway Hayden Road Suite B2, Scottsdale, AZ 85260~~ 850 NW 13th Avenue, Portland, OR 97209 (“Casago Holdings”). Casago Holdings is a holding company for us and Vacasa (discussed below). Casago Holdings has never offered franchises in any line of business.

Vacasa Merger and Sale of Vacasa Markets

On December 30, 2024, Casago Holdings entered into an Agreement and Plan of Merger (the “Merger Agreement”) with Vacasa, Inc., a Delaware corporation that traded on the Nasdaq Global Select Market under the symbol “VCSA” (“Vacasa Pubco”), Vacasa Holdings LLC, a Delaware limited liability company (“Vacasa Opco”), and certain other parties named in the Merger Agreement. On April 30, 2025, the transactions contemplated in the Merger Agreement were consummated (the “Vacasa Merger”) and, as a result, Vacasa Opco and, indirectly, its subsidiaries became wholly owned by Casago Holdings. Vacasa Opco and its subsidiaries (which subsidiaries are listed on Exhibit J and, together with Vacasa Opco, are collectively referred to in this document as “Vacasa”) have operated a vertically integrated vacation rental management platform in North America since 2009. The principal business address of Vacasa is 850 NW 13th Avenue, Portland, OR 97209. ~~We intend~~ Vacasa and its affiliates may also provide certain limited support or platform-related services in connection with the System. Outside of the Transition Services Agreement described below, Vacasa may assist in developing homeowner leads for Casago franchisees. Vacasa to serve and its affiliates may also participate in booking-channel or related platform functions to the extent designated by us from time to time. Vacasa.com, a website owned by Vacasa, currently serves as a booking channel for Casago franchisees. Vacasa has never offered franchises in any type of business.

Casago Holdings ~~sells~~ and/or Vacasa has sold property management contracts and certain related assets of Vacasa in specific markets (each, a “Vacasa Market”) to qualified buyers, on terms satisfactory to Casago Holdings and/or Vacasa, for the buyer to operate the market as a Casago franchisee. A buyer acquiring a Vacasa Market enters into a negotiated definitive purchase agreement with Vacasa to acquire the Vacasa Market. Vacasa’s current form of Asset Purchase Agreement is attached to this Franchise

Disclosure Document as Exhibit K. The sale of a Vacasa Market is conditioned on, among other things, the buyer being qualified by us as a franchisee and entering into a Casago Franchise Agreement for the purpose of operating as a Franchised Business (discussed below). If you are an existing operator and acquire a Vacasa Market, you must convert your entire operation within your Territory (as described below), including your existing operations and the operation of the Vacasa Market, to a Casago Business and operate the Franchised Business under the System using the Proprietary Marks, as further described below. In connection with the sale of a Vacasa Market, Vacasa will provide certain transition services to you under a transition services agreement (the “Transition Services Agreement”). Vacasa’s current form of Transition Services Agreement is included in this Franchise Disclosure Document as Exhibit D to the Asset Purchase Agreement. Although we expect Vacasa Market transactions to wind down, these arrangements may remain part of the structure of certain franchise transactions offered under this Franchise Disclosure Document.

Vacasa and its affiliates may, from time to time, participate as owners or investors in entities that operate Casago-branded business. In particular, Vacasa and its subsidiaries have formed, and may in the future form, joint venture entities with third parties for the purpose of operating one or more Casago Businesses under franchise agreements or other arrangements. Vacasa’s subsidiary may hold either a majority or minority ownership interest in such ventures, depending on the transaction. These joint venture entities and Vacasa’s subsidiaries that hold interests in them do not offer franchises in any line of business.

Other Affiliates

Our affiliate, Casago Belize Ltd., a Belize limited liability company, was formed on December 9, 2025. Since its inception, Casago Belize Ltd has offered Casago franchises in markets in Belize and may offer franchises in other regions outside of the United States. Casago Belize Ltd’s principal business address is the same as ours. Casago Belize Ltd. has not engaged in any other business.

Our affiliate, VCSA Central Support S. deR.L, a Mexican sociedad deresponsabilidad limitada decapital variable, was formed on August 1, 2025. VCSA Central Support S. deR.L provides training resources and services to franchisees. VCSA Central Support S. deR.L’s principal business address is the same as ours. VCSA Central Support S. deR.L has not offered franchises in any line of business or engaged in any other business.

Casago Supply Source LLC, a Delaware limited liability company, was formed on September 26, 2025. Casago Supply Source LLC operates a group purchasing organization (GPO) website for Casago franchisees. Casago Supply Source LLC’s principal business address is the same as ours. Casago Supply Source LLC has not offered franchises in any line of business or engaged in any other business.

Our Parent Predecessor

Until the Vacasa Merger, Casago Holdings was wholly owned by Casago Global Holdings, LLC, a Delaware limited liability company with a principal address of 15475 N. Greenway Hayden Loop #B2, Scottsdale, AZ 85260 (“Casago Global”). Casago Global is indirectly controlled by Steve Schwab, our Founder and Chief Executive Officer. Other than serving as a holding company, Casago Global has not engaged in any business. Casago Global has never offered franchises in any line of business. Upon the closing of the Vacasa Merger, certain investor groups acquired equity interests in Casago Holdings, which resulted in Casago Global no longer holding a controlling interest in Casago Holdings.

The Franchised Business

We offer franchises for the establishment, development, and operation of a full-service property management business that focuses on short-term vacation rentals and corporate housing pursuant to the terms and conditions of the Casago Franchise Agreement (each a “Casago Business” or a “Franchised Business”). Additional services Casago Businesses offer include, but are not limited to, recruiting and onboarding rental property owners, marketing of rental units, developing pricing strategies for rental properties, operating trust accounts for fees due to owners, processing guest payments, managing check in and out of guests, and managing housekeeping, maintenance and repair of properties, in addition to any other products or services that we may designate in the future (the “Approved Products and Services”).

Each Casago Business operates according to our unique system, which includes uniform specifications of products and services, standards of care, customer services practices; principles for working with owners, renters, employees and vendors; scheduling procedures; marketing; advertising; a proprietary learning system; software; and procedures for the operation and management of a Casago Business (the “System”).

You will provide all Approved Products and Services that we designate. Your Casago Business will operate under the mark “Casago” and other associated marks that we now and in the future may designate as part of the System (collectively, the “Proprietary Marks”). If you are currently operating a short-term rental property management business with an established inventory of rental properties (an “existing operator”), we may, depending on the circumstances, agree to allow you to use the “Casago” mark in a blended format under guidelines we establish. You will operate your Casago Business within a territory (the “Territory”) that we designate and identify on the data sheet of the Franchise Agreement (the “Data Sheet”). You must operate the business yourself or have a designated manager for the Casago Business who operates from a home office or other location within the Territory or within a 30-minute driving radius of the Territory. We do not require you to lease office space and we do not require that you maintain a particular office location within the Territory. However, if you choose to operate the Franchised Business from a central location, you must notify us of the location. If you enter into the Franchise Agreement as part of the purchase of a Vacasa Market, you will also sign the Vacasa Market Addendum attached as Exhibit G to the Franchise Agreement.

Existing operators will adhere to a brand conversion timeline, during which time their current brand will transition to Casago or a blended format. This transition will occur over a period of up time agreed to by you and Casago. However, the phrase "Powered by Casago" or such similar phrase we designate must be integrated into all digital or print advertising materials immediately upon the start of your Casago Business.

We have a multi-market account program (the “Multi-Market Account Program”) in which we have the exclusive right to negotiate and enter into agreements to provide services to customers with operations spanning more than one geographic market (collectively, “Multi-Market Accounts”). So long as your Casago Business remains in good standing within our System, we may, but are not required, to offer you the option to perform such work in your Territory (defined below), but we may also provide such services ourselves or contract with a third-party, including another Casago franchisee, to perform such services in your Territory. See Item 12 for more information about our Multi-Market Account Program.

In addition to franchising, we and our affiliates may from time to time enter into license or similar commercial agreements with third parties (including existing franchisees and other operators) in

connection with the operation of Casago-branded or Casago System-related businesses. These arrangements may include, depending on the agreement, (i) a license to use one or more of the Casago Marks in a defined manner (for example, as an endorser brand) and/or (ii) limited access to certain resources, vendor arrangements, tools, technology, or other components of the Casago System, and in some cases may expressly exclude any right to use the Casago Marks. We may modify, discontinue, or enter into additional license arrangements of these types in the future.

Market and Competition

The market for your Casago Business will be owners and agents of residential rental properties. Your Casago Business will compete primarily with other property management service providers. The property management industry in general is a mature and highly competitive industry. The services provided by the Casago Business can be year-round or seasonal depending on geography since the market is primarily hosts of residential homes that are used as vacation rental and corporate housing locations. Your competitive advantage will be based on your compliance with our System standards, your focus on customer service, and your managerial and entrepreneurial abilities.

Industry Specific Regulations

The Casago Business is subject to the laws and regulations in your Territory's county, state or municipality regarding the operation of the Casago Business. Specifically, your Casago Business may be subject to laws pertaining to real estate leasing, property management and short term or vacation rental regulations. You are advised to examine these laws and regulations before purchasing a franchise from Casago. You must comply with all laws and regulations and any laws pertaining to the regulation of Casago Businesses, including, without limitation, all government regulations relating to occupational hazards and health-trade regulations, worker's compensation, and unemployment insurance.

You are also subject to employment laws such as the Fair Labor Standards Act and various state laws governing such matters as minimum wages, overtime and working conditions. We have not investigated the laws or regulations applicable to your Casago Business. You are solely responsible for investigating all applicable federal, state, and local laws and regulations, and your cost to comply with such laws and regulations, and you should do so before purchasing a franchise from us. We strongly suggest that you consult with an attorney, consultant and/or financial advisor regarding such regulations prior to purchasing a franchise from us. Applicable laws and regulations are subject to change.

ITEM 2 **BUSINESS EXPERIENCE**

Steve Schwab: Founder and Chief Executive Officer

Steve is our Founder and has served as our Chief Executive Officer or President since our inception. Steve has served as the Chief Executive Officer of Vacasa since May 2025. Steve has also served as the Founder and CEO of High Desert Travel, Inc., located in Scottsdale, AZ, since January 2001. In addition, Steve has served as President of Zia Consulting, located in Scottsdale, AZ, since April 2003.

Joseph Riley: President

Joseph has served as our President since August 2024. Joseph has served as the President of Vacasa since May 2025. Joseph has also served as Chief Executive Officer of PFH Op Co, LLC and its affiliates, located in Chattanooga, Tennessee, since 2019. From 2013 to 2021, Joseph was a Captain of the United States Army, serving in numerous locations.

Catrina Wakefield: Vice President of Franchise Sales & Development

Catrina has served as our Vice President of Franchise Sales & Development since May 2025. Prior to that, she served as our Director of Business Development from our inception until April 2025. ~~Catrina has~~ also served as Director of Global Business Development of High Desert Travel, Inc., located in Scottsdale, AZ, ~~since~~from April 2016 to December 2025.

Anand Naimpally: Chief Financial Officer

Anand has served as our Chief Financial Officer since May 2025. Anand has served as the Chief Financial Officer of Vacasa since May 2025. From May 2023 to June 2024, Anand served as Chief Financial Officer of ServiceMaster Brands in Atlanta, Georgia. From June 2019 to March 2023, Anand served as Senior Vice President, Corporate Finance of Inspire Brands in Atlanta, Georgia.

John Banczak: Chief Operating Officer (Vacasa)

John has served as Chief Operations Officer of Vacasa in Portland, Oregon since May 2025. From October 2022 to March 2024, John served as Chief Operations Officer of Vacasa in Portland, Oregon. From January 2022 to October 2022, John served as Chief Strategy Officer of Vacasa in Portland, Oregon. From April 2021 to January 2022, John served as Executive Vice President of Innovation of Vacasa in Portland, Oregon.

Alexandra Johnson: Vice President of Franchise Operations

Alex has served as our Vice President of Franchise Operations since August 2025. From October 2024 to August 2025, Alex served as Vice President of Homeowner Sales & Marketing of Vacasa in Portland, Oregon. From July 2023 to October 2024, Alex served as Senior Director of Onboarding of Vacasa in Portland, Oregon. From June 2021 to July 2023, Alex served as Senior Director, Business Operations & Strategy of Vacasa in Portland, Oregon.

ITEM 3 **LITIGATION**

~~No~~

GRB Properties, Inc. v. Casago International, LLC, Case No. CVPS2509002

Complaint filed November 12, 2025 in the Superior Court of California, County of Riverside, Desert Judicial District – Palm Springs Branch. GRB Properties, Inc., a former Casago franchisee, alleges that Casago wrongfully terminated its franchise relationship in connection with GRB's operation of a Casago business. The complaint asserts claims for breach of written contract, breach of the implied covenant of good faith and fair dealing, violation of California Business and Professions Code section 20020, declaratory relief and injunction, accounting, and temporary, preliminary, and permanent injunctive relief. The complaint seeks damages, declaratory relief, accounting, attorneys' fees and costs, and injunctive relief, including relief invalidating the termination notices and restoring GRB's rights pending

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resolution of the action. Casago filed an answer on March 2, 2026 denying the material allegations of the complaint and asserting affirmative defenses. The matter is pending.

Horizon Property Group LLC v. PFH Op Co LLC, Joseph Riley, and Luke Brennan

Verified Complaint filed February 19, 2026 in the Chancery Court of Shelby County, Tennessee, Case No. CH-26-0216-2. Horizon Property Group LLC (“Horizon”), a Casago franchisee, alleges that in connection with its purchase of certain assets of PFH Op Co LLC’s property management business, the defendants misrepresented the financial performance and profitability of the business. The complaint asserts claims for breach of contract, fraudulent inducement / intentional misrepresentation, civil conspiracy, negligent misrepresentation, breach of the implied covenant of good faith and fair dealing, unjust enrichment, and declaratory judgment, and seeks damages, rescission and restitution or, alternatively, benefit-of-the-bargain damages, punitive damages, attorneys’ fees and costs, and declaratory and equitable relief. Horizon has voluntarily dismissed Luke Brennan from the case. PFH Op Co, LLC and Joseph Riley dispute and deny the allegations of the Complaint and intend to defend accordingly.

Except as described above, no litigation is required to be disclosed in this Item.

ITEM 4 **BANKRUPTCY**

No bankruptcies are required to be disclosed in this Item.

ITEM 5 **INITIAL FEES**

Initial Franchise Fee

New Operators

If you are not an existing operator, as described below, you must pay an initial franchise fee of between \$14,000 and \$112,000 for the right to operate a Casago Business. The amount of the initial franchise fee will depend upon the “Tier” under which your Territory is classified. There are currently four Tiers, which are determined based on our market demographic evaluation (“MDE”) for your proposed Territory. We currently use industry-recognized, third-party short-term rental data and analytics to determine the MDE. We determine the MDE (and consequently, the Tier of your Casago Business) based on a number of demographic and market factors, including the total number of currently available short-term rental units in the Territory, the average total number of rented nights per unit, and the average daily rental rate in the Territory.

The initial, one-time franchise fee (“Initial Franchise Fee”) imposed for each Tier is disclosed in the below table:

Tier	Initial Franchise Fee
Tier 4	\$14,000
Tier 3	\$28,000
Tier 2	\$56,000
Tier 1	\$112,000

Existing Operators

If you are an existing operator, you will pay an Initial Franchise Fee of \$28,000 regardless of the Tier of your Territory.

Whether you are a new operator or an existing operator, you will pay the Initial Franchise Fee in full at the time you sign your Franchise Agreement. The Initial Franchise Fee is non-refundable upon payment.

The Initial Franchise Fee for a second and any subsequent Casago Business will be eighty percent (80%) of the applicable then-current Initial Franchise Fee.

Veteran Discount

We will reduce our Initial Franchise Fee by twenty percent (20%) for the first Casago Business purchased by honorably discharged United States military veterans who will own a majority interest in the Casago Business, provided that the veteran meets our qualifications for new franchisees. This discount does not apply to your second and any subsequently purchased Casago Businesses.

Grand Opening Marketing Requirement

New Operators

If you are a new operator, you must spend between \$2,000 and \$5,000 (the “Grand Opening Marketing Requirement”) to conduct a grand opening marketing campaign (the “Grand Opening Marketing Campaign”) during your first sixty (60) days of operation, the amount of which will vary depending upon your Territory. We will determine the exact amount of the Grand Opening Marketing Requirement during the franchisee onboarding process while establishing your marketing strategy. We may designate a different time period for you to conduct the Grand Opening Marketing Campaign. We reserve the right to collect the Grand Opening Marketing Requirement and conduct the Grand Opening Marketing Campaign for you. If we do so, the Grand Opening Marketing Requirement is non-refundable when paid.

Existing Operators

If you are an existing operator, you will not have a Grand Opening Marketing Requirement.

Purchase Price for Vacasa Market

In addition to the other fees described in this Item 5, if you purchase a Vacasa Market, you will pay Vacasa a purchase price for such market, which price, in addition to any other consideration for the purchase, will be set forth in the definitive purchase agreement entered into by you and Vacasa.

Fiscal Year 2025 Ranges for Initial Fees

In fiscal year 2025, the Initial Franchise Fee paid by franchisees ranged from \$0 to \$112,000, and the Grand Opening Marketing Requirement was waived. In addition, in fiscal year 2025, the purchase price paid by franchisees to Vacasa for a Vacasa Market acquisition ranged from \$0 to \$20,000,000 per market. These amounts were not uniform and could vary based on factors including the Tier classification and characteristics of the Territory, whether the franchisee was an existing operator, whether the franchisee purchased additional Casago Businesses, eligibility for our veteran discount, the scope and timing of the **grand opening marketing campaign**, and (for Vacasa Market acquisitions) the overall transaction structure, size, and market characteristics of the assets acquired. Any deviations from the standard structures described in this Item 5 are not automatic, are made in our discretion on a case-by-case basis, and must be documented in a written agreement signed by us.

ITEM 6 **OTHER FEES**

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty Fee	Based on a sliding scale and determined by your Gross Rental Revenues each year. The scale is as follows: \$0 to \$3,000,000: 3.5% \$3,000,001 to \$5,000,000: 3% \$5,000,001 to \$7,000,000: 2.5% \$7,000,001 to \$10,000,000: 2% Over \$10,000,001: 1.5%	Paid to us on the 15 th of each month for the preceding month via EFT. The balance of the Minimum Annual Royalty for each calendar year, if applicable, is due by January 15 of the following year.	You must pay us a “Minimum Annual Royalty” each calendar year during the Term. The amount of the Minimum Annual Royalty will depend on your Franchise’s Tier. See Notes 2(c) and 2(d) below for more information about Royalty Fee and Minimum Annual Royalty.
System Marketing Fund Contribution	One half percent (0.5%) of your Gross Rental Revenue, which we may increase up to one percent (1%) at our discretion.	At the same time and in the same manner as the Royalty Fee.	The System Marketing Fund Contribution is used to maximize recognition of the Proprietary Marks and the System.
Local Marketing Requirement	This amount varies depending on your Territory. <u>It is a minimum monthly marketing spend, determined by us, in consultation with you, based on factors such as Franchisee’s advertising and promotional goals, size of market, market opportunity and revenue goals. The amount set by us each year will not exceed 1% of your</u>	Quarterly	This is the amount you must spend to market in your Territory. It is paid to advertising suppliers you choose, not to us. We may require you to provide us with monthly reports detailing your local advertising expenditures. Your Local Marketing Requirement does not apply during the Grand Opening period (first 60 days after opening). If

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
	<u>Gross Rental Revenue in the prior calendar year. During your first operating year, the amount you are required to spend on local marketing each month will not exceed 1% of your Gross Rental Revenue for the prior month.</u>		Franchisee is a new operator or is an existing operator generating less than \$1,000,000 annual rent revenue, Franchisee will be required to participate in the “Casago Owner Marketing Service”, as designated by Franchisor, and expend all or some portion (as Franchisor designates) of the Local Marketing Requirement on designated activities or materials that are provided by Franchisor’s designated or approved supplier(s) for these types of services.
Regional Advertising Cooperative	Amount set by cooperative.	As set by the cooperative	We have not currently established a Regional Advertising Cooperative. If such a cooperative is established, any contribution you make to such cooperative will be credited to your Local Marketing Requirement, and your maximum contribution to such cooperative will not exceed your Local Marketing Requirement. Franchisor-owned outlets will have the same voting power in such cooperatives as franchisee-owned outlets.
Casago Owner Marketing Service	Our then current fee. Currently the standard fee for this service is \$900/month. This is subject to increase in our discretion for franchisees who have failed to meet growth targets for two or more consecutive quarters. <u>Fee increase will be based on factors such as how far the franchisee is from the growth target, size of the market, and the market’s potential growth. However, the fee will not exceed \$5,000 per month.</u>	At the same time and in the same manner as the Royalty Fee.	Payable to us to prepare marketing for your territory. This is in addition to your minimum Local Advertising Requirement. This is only required for operators generating less than \$1,000,000 in annual Gross Rental Revenue or who have failed to meet established growth targets for two or more consecutive quarters. This fee may be increased by us on thirty (30) days written notice.
Training Tuition Fees	\$0 for any person attending as the initial Designated Manager and other individuals who	Before training begins or otherwise upon request	If the Designated Manager and any employees you select to attend our training program are

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
	attend at the same time as the Designated Manager. Otherwise, our then current rate, which is currently \$1,500 per person. <u>The rate will not increase by more than 20% over any three-year period.</u>		not able to attend at the same time, we reserve the right to charge a tuition fee (currently \$1,500 per person) for those who attend at a later time. If the staff member you select to attend the training program fails to pass the program, you will be required to have them repeat such training or send a second staff member to the program, and we reserve the right to charge you a tuition fee to do so. If you must send a staff member to our training program due to turnover during your ongoing operations, we reserve the right to charge you a tuition fee.
Casago Professional Support Visits	Our then current fee, which is currently ~~\$1,500~~ <u>700</u> per ~~visit~~ <u>day</u> , plus our costs incurred for travel and lodging. <u>The rate will not increase by more than 20% over any three-year period.</u>	Upon request	We may conduct onsite visits to help support your business needs. These visits may be done once a year in our discretion and more often upon agreement between you and us. You are responsible for our professional support visit fee (currently \$1,500 per visit) and the costs of our representatives' travel and lodging to conduct onsite support visits. Each visit is defined by one person for up to 3 days and 4 nights. You are responsible for the expense of economy travel and lodging.
Ongoing Assistance Fee	Currently we do not charge for this service, but may establish a standard rate in the future. <u>If we begin charging for this services, we will only charge for on-site visits and the initial fee will not exceed \$1,500 per day plus our costs incurred for travel and lodging. Once established, the rate will not increase by more than 20% over any three-year period.</u>	Upon request	If we provide continuing consultation or assistance regarding your management or operation, we reserve the right to establish a rate for such service.
Technology Fee	Not currently assessed. If	Either (i) at the time	This fee, if implemented, will

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
	implemented, our then-current technology fee (the “Technology Fee”). <u>If we establish the Technology Fee, the initial fee will not exceed 1% of Gross Rental Revenue and will not increase by more than 20% over any three-year period.</u>	of payment and in the same manner as your Royalty Fee (if paid to us), or (ii) at such date required by the vendor if paid to the vendor	support certain technology and IT-related services and/or other tools we determine to provide as part of the System, which may include, without limitation, web hosting, System website, email hosting, or customer relationship management systems. We may require that this Technology Fee be paid, in whole or in part, to us, an affiliate, or a designated supplier. We reserve the right to implement or increase the Technology Fee upon sixty (60) days’ notice.
Annual Conference	Our then-current attendance fee. Currently estimated between \$500 to \$800 per attendee. <u>The annual conference fee will not exceed an amount equal to your pro rata portion (based on the number of franchises you own in relation to all then-existing franchises) of the total costs and expenses we incur in holding the conference.</u>	As incurred	We may schedule and hold an annual conference. You are required to send at least one person to the annual conference, plus one additional person if your franchise generated at least \$7 million of Gross Rental Revenue in the prior calendar year. You will be responsible for the costs and expenses you incur in connection with any annual conference (lodging, travel, meals, etc.), and we will charge you our then-current attendance fee.
Online Travel Agency (OTA) Channel Connection Fee	Direct connections from the property management software to an OTA will be provided at our then-current fee (currently 0.485% of Gross Rental Revenue) for any reservation that is made via the OTA. <u>Any increase to the OTA fee will be in proportion to the increase in our costs and expenses in providing the connection.</u>	At the same time and in the same manner as the Royalty Fee	Payable directly to us. This rate is subject to change based on our costs and expenses in providing the connection.
Franchisor Booking Channel Fee	Then current fee, currently five percent (5%) of Gross Rental Revenue for reservations booked via casago.com and other Franchisor-affiliated sites (the “Booking Channel Fee”).	At the same time and in the same manner as the Royalty Fee	Payable directly to us. This rate is subject to change based on our costs and expenses in providing the same. Casago allows you the ability to add a guest facing fee to your listings on Casago.com or

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
	We may increase the Booking Channel Fee up to ten percent (10%) during the term of the Franchise Agreement.		other Franchisor-affiliated sites.
Insufficient Funds	\$250 per incident	As incurred	This fee applies to EFT returns for insufficient funds.
Interest on Late Payments	The lesser of eighteen percent (18%) per annum or the maximum permitted by law	Fifteen (15) days after billing	Payable on all overdue amounts. Interest accrues from the original due date until paid in full.
Attorney Fees and Costs	Reimbursement of our actual costs	As incurred	You must reimburse us for our attorneys' fees and any court costs that we incur in connection with enforcing or protecting our rights under your Franchise Agreement, including the costs associated with a collection action for amounts that are past due.
Indemnification	Actual costs of indemnification.	When incurred	You must reimburse us for our attorneys' fees and other costs that we incur in connection with any third-party claims brought against us that arise out of, or are related to, the operation of your Casago Business.
Insurance Reimbursement	Will vary according to circumstance.	Upon our demand	If you fail to obtain required insurance, we may (but are not required to) obtain such insurance plus an administrative fee of fifteen percent (15%) of the premiums. Otherwise, these payments are made directly to your third-party insurance provider.
Emergency Management Fee	Up to Five percent (5%) of Gross Rental Revenue plus expenses (in addition to Royalties and other fees payable to us)	Paid at the same time and in the same manner as the Royalty Fee	This only applies if we exercise our step-in rights to operate/manage your Casago Business if you fail to cure breaches or become disabled or deceased and do not have a succession plan in place with an appointed manager with the ability to run the business.
Termination Fee	Equal to the amount of Monthly Royalties <u>and other mandatory fees</u> we would have been entitled to for the remainder of	Immediately upon termination of the Franchise Agreement for your default	Payable only if we terminate the Franchise Agreement for your default.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
	the ten year term of the Franchise Agreement, assuming you had met your Gross Rental Revenue Minimum Growth Targets		
Transfer Fee	50% of the <u>then-current</u> Initial Franchise Fee	Prior to transferring the Casago Business or assigning the Franchise Agreement to another party	
Transition Services Fee	A fee equal to the operating costs and expenses attributable to the operation of the Vacasa Market (calculated using the method Vacasa used to prepare monthly market level financial reports), plus an administrative fee equal to 15% of those total costs and expenses.	Paid monthly within five business days of Vacasa's delivery of its monthly statement of fee calculations.	Only applies to purchasers of a Vacasa Market. See note 4 below.

Explanatory Notes

1. General. The table above provides recurring or isolated fees or payments that you must pay to us or our affiliates or that we or our affiliates impose or collect in whole or in part on behalf of a third party or that you are required to spend by the Franchise Agreement. All fees and expenses described in this Item 6 are non-refundable and are fully earned upon receipt.
2. Royalty.
 - a. *Gross Rental Revenue*. “Gross Rental Revenue” includes all rental income and income or fees from cancellations that you derive or receive directly or indirectly from, through, by or on account of the rental of real properties at any time after the signing of your Franchise Agreement, in whatever form and from whatever source, as well as business interruption insurance proceeds, all without deduction for expenses including marketing expenses. However, the definition of Gross Rental Revenue does not include income you earn from cleaning, maintenance, or any other fees that you may charge to renters or owners or sales tax that is collected from customers and transmitted to the appropriate taxing authorities.
 - b. *Gross Rental Revenue Report*. You will provide us a monthly Gross Rental Revenue Report from your property management software by the third business day of the following month and an annual Gross Rental Revenue Report by January 15th of the subsequent year (the monthly Gross Rental Revenue Report and the annual Gross Rental Revenue Report are collectively referred to herein as the “Revenue Report”). Each Revenue Report will set forth: (i) your Gross Rental Revenue generated during the period; (ii) your calculation of the Royalty and, if applicable, System Marketing Fund Contribution, OTA Channel Connection Fee, and Booking Channel Fee; and (iii) any other information we may require. We may change the form and content of the Revenue Report from time to time. If we have access to your property management software, we will pull the Revenue Report directly from the property management software. If we do not have access to the property management software, you will provide the Revenue Report. If we do not have a Revenue Report when due for any reason, then we may process an EFT transfer for that month based on the most recent Revenue Report in our possession or based on our reasonable estimate. The amount withdrawn will be adjusted once accurate revenue data is provided, and we will either credit you for the following month or withdraw additional funds as appropriate.
 - c. *Royalty*. Franchisee must pay Franchisor a monthly royalty based on the Casago Business’ Gross Rental Revenue for the calendar year. The amount of the monthly royalty fee (the “Monthly Royalty”) is calculated based on a scale that decreases the royalty rate as your total Gross Rental Revenue increases during the year. In any given year, your first \$3,000,000 of Gross Rental Revenue would be subject to a royalty rate of 3.5%. Your next \$2,000,000 of Gross Rental Revenue in excess of \$3,000,000 that year would be subject to a royalty rate of 3%. Your next \$2,000,000 of Gross Rental Revenue that year in excess of \$5,000,000 would be subject to a royalty rate of 2.5%. Your next \$3,000,000 of Gross Rental Revenue in excess of \$7,000,000 that year would be subject to a royalty rate of 2%. Any Gross Rental Revenue in excess of \$10,000,000 that year would be subject to a royalty rate of 1.5%. Each calendar year, your royalty rate will reset to 3.5%.

If you fail to pay a Monthly Royalty, we have the right to require you to pay the balance to us immediately, to reduce the size of your Territory, to terminate your Franchise Agreement, and/or to seek any other remedy permitted by law.

d. *Minimum Annual Royalty.* You must pay us a “Minimum Annual Royalty” each calendar year during the Term. In the first calendar year in which you operate the Casago Business, your Minimum Annual Royalty will be an amount we agree to in the Franchise Agreement based on the Tier for your Territory and the time of year at which you start operating the Casago Business. In subsequent calendar years, the amount of the Minimum Annual Royalty will be based on the Tier for your Territory and will increase each year during the Term, as set forth in the below table:

Minimum Annual Royalty Requirements				
	Tier 4	Tier 3	Tier 2	Tier 1
Calendar Year 1	As agreed upon in Franchise Agreement	As agreed upon in Franchise Agreement	As agreed upon in Franchise Agreement	As agreed upon in Franchise Agreement
Calendar Year 2	\$8,750	\$17,500	\$35,000	\$52,500
Calendar Year 3	\$13,125	\$26,250	\$52,500	\$78,750
Calendar Year 4	\$17,500	\$35,000	\$70,000	\$105,000
Calendar Year 5+	\$21,875	\$43,750	\$87,500	\$131,250

If you fail to pay the Minimum Annual Royalty, we have the right to require you to pay the balance to us immediately, to reduce the size of your Territory, to terminate your Franchise Agreement, and/or to seek any other remedy permitted by law.

3. Manner of Payment. With the exception of the Initial Franchise Fee, you must pay all fees and other amounts owed to us and/or our affiliates through an electronic funds transfer program (the “EFT Program”), under which we automatically deduct all payments owed to us and/or our affiliates, from the bank account you provide to us for use in connection with EFT Program (the “EFT Account”). You must deposit all revenues from the operation of your Casago Business into this bank account within three days upon receipt, including cash, checks, and credit card receipts. For purposes of payment, at least ten (10) days prior to opening the Casago Business, you must provide us with: (i) your bank’s name, address and account number; and (ii) a voided check from the bank account if required by your bank for EFT payments. You must immediately notify us of any change in your banking relationship, including any change to the EFT Account. We reserve the right to require you to pay any amounts payable under the Franchise Agreement by other means as we may specify from time to time.
4. Transition Services Fee. If you purchase a Vacasa Market, you will enter into a Transition Services Agreement with Vacasa at the same time that you enter into the Franchise Agreement. Under the Transition Services Agreement, Vacasa will provide certain transition services to you

for an initial period of operation of your Casago Business (which will typically be during the first 90 to 120 days of operation) and you will pay Vacasa the transition services fee.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT¹

TYPE OF EXPENDITURE	AMOUNT LOW	AMOUNT HIGH	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee ²	\$14,000	\$112,000	Lump sum	When you sign the Franchise Agreement	Us
Rent (3 Months) ³	\$0	\$180,000	As arranged	As arranged	Landlord
Lease, Utility and Security Deposits ⁴	\$0	\$120,000	Lump sum	As incurred	Landlord and Third Parties
Leasehold Improvements ⁵	\$0	\$100,000	As arranged	As arranged	Third Parties
Furniture and Fixtures ⁶	\$0	\$250,000	As arranged	As arranged	Suppliers
Equipment and Office Set Up ⁷	\$0	\$50,000	As arranged	As arranged	Suppliers
Vehicles ⁸	\$0	\$250,000	As arranged	As arranged	Suppliers
Business Licenses, Registrations & Permits ⁹	\$0	\$5,000	As arranged	As arranged	Government Agencies
Professional Fees ¹⁰	\$0	\$10,000	As arranged	As arranged	Attorney, Accountant
Initial Inventory, Cleaning Supplies, Print Materials ¹¹	\$500	\$50,000	As arranged	As incurred	Suppliers and Third Parties
Insurance ¹²	\$500	\$10,000	As arranged	As arranged	Insurance Companies
Training Expenses ¹³	\$3,000	\$25,000	As arranged	As arranged	Airline, Hotel, Meals, payroll.
Grand Opening Marketing ¹⁴	\$0	\$5,000	As arranged	Within sixty (60) days of commencing operations	Suppliers or Us, as we designate
Software ¹⁵	\$0	\$20,000	As arranged	As arranged	Suppliers
Additional Funds (3 Months) ¹⁶	\$5,000	\$100,000	As incurred	As arranged	As determined by you
TOTAL ¹⁷	\$23,000	\$1,287,000			

Notes

Note 1: *General*. All fees and payments are non-refundable, unless otherwise stated or permitted by the payee. The chart above estimates your initial investment to begin operating a Casago Business. Actual costs will vary for each franchise depending on a number of factors including market conditions and the geographic location of your Casago Business. The fees and expenses listed here do not include the costs of or any associated fees and expenses you may incur from purchasing property management contracts of a third party (whether affiliated with Franchisor or not) for use in the Casago Business. In preparing the figures in this Item 7, we estimated the initial investment amounts in the following manner:

(a) For the low end of the range, we reviewed the historical investment made by new franchisees starting a Casago franchise with no existing property management business. Such franchisees typically have lower costs during the time they are building their business, as they generally have more limited needs with respect to office space, furniture and fixtures, vehicles, equipment, and other items that increase as the size of the business increases.

(b) For the high end of the range, we reviewed the operations of large, existing Vacasa Markets (1,000 or more properties) and estimated the costs necessary to support that size business.

Note 2: *Initial Franchise Fee*. The Initial Franchise Fee is between \$14,000 and \$112,000 for a Casago Business, depending upon the Tier of your Casago Business. You must pay the Initial Franchise Fee in full upon signing the Franchise Agreement. See Item 5 of this Disclosure Document for more information on the Initial Franchise Fee.

Note 3: *Rent (3 Months)*. You may operate the Casago Business from a home-based office, but you are not permitted to meet guests or owners at your home. You may elect to operate the Casago Business from a suitable commercial office space. The high end of the range in this estimate represents the security deposit and first three months' rent for commercial office premises, if one should be required. The low end of the range assumes that you will operate your Casago Business from your home office and will therefore not have any rent payments.

Note 4: *Utility and Security Deposits*. If you rent office space, you may need to provide security deposits for your lease and deposits for your utilities (such as gas, water and/or electricity). The low end of this range assumes that you will operate the Casago business from a home-based office and will therefore not be required to make additional utility and security deposits.

Note 5: *Leasehold Improvements*. The low end of the range presented in this estimate assumes you will operate the Casago Business from a home office, in which case you will not incur expenses for leasehold improvements. The high end assumes your office space will require remodeling to meet our standards and specifications.

Note 6: *Furniture and Fixtures*. The range reflects your cost to furnish your office space in accordance with our standards and specifications. The low end of this range assumes that you already have all necessary furniture and fixtures to commence operations of your Casago Business.

Note 7: *Equipment and Office Set-Up*. This is a range of expenses that will be incurred to obtain equipment to set up your office including a laptop or desktop computer with at least a 500 GB hard drive and 16 GB of RAM, a phone, and internet access at 30 MBS or better. The low end of this range assumes

that you already own the specified equipment, and the high end of this range assumes that you will need to purchase all of the specified equipment and additional equipment for your employees.

Note 8: *Vehicles*. You are required to maintain one (1) vehicle that you will use to service homes. As your rental inventory grows, you may need to obtain and maintain additional vehicles in order to efficiently operate the Casago Business. The low end of this range assumes that you will use your own personal vehicle in the operation of your Casago Business. The high end of this range assumes that you need several vehicles to service your Territory.

Note 9: *Business Licenses, Registrations and Permits*. These are estimates of the costs for obtaining local business licenses which typically remain in effect for one (1) year. The cost of these permits and licenses may vary depending on the location of the Casago Business and the number of homes you service. We strongly recommend that you verify the cost for all licenses and permits required in your jurisdiction before signing the Franchise Agreement. The low end assumes you already have a business license or that one is not required.

Note 10: *Professional Fees*. We strongly recommend that you engage an accountant and a franchise attorney to advise you in your evaluation of the franchise we are offering. This range covers our estimated cost for you to do so. The low end assumes you already have an existing business in place.

Note 11: *Initial Inventory, Cleaning Supplies, Print Materials*. This estimate covers the costs we expect you will incur to obtain your initial inventory of general office supplies, cleaning supplies and print materials that you will need prior to opening.

Note 12: *Insurance*. These figures are estimates of the cost of the premiums for the insurance you must obtain and maintain for your Casago Business, as described in Item 8. Insurance premiums may be payable monthly, quarterly, semi-annually or annually, based on the insurance company's practices and your creditworthiness.

Note 13: *Training Expenses*. We provide initial training to you and your employees at no additional charge. These estimates include only your out-of-pocket costs associated with attending our initial training program (the "Initial Training Program"), including travel, lodging, meals and applicable wages. These amounts do not include any fees or expenses for training any other personnel. Your costs may vary depending on your selection of lodging and dining facilities and mode and distance of transportation. Our Initial Training Program lasts for approximately five (5) days, not including travel days, at our corporate headquarters or at another location we designate. This training may also be conducted virtually if deemed appropriate by Franchisor.

Note 14: *Grand Opening Marketing*. You must expend between \$2,000 and \$5,000 (the "Grand Opening Marketing Requirement") to conduct a grand opening marketing campaign (the "Grand Opening Marketing Campaign") during your first sixty (60) days of operation. We may designate a different time period for you to conduct the Grand Opening Marketing Campaign. We must approve of your Grand Opening Marketing Campaign before it is conducted. We reserve the right to collect the Grand Opening Marketing Requirement and conduct the Grand Opening Marketing Campaign for you. However, if at the time you sign your Franchise Agreement, you are an existing business and you generate more than \$1,000,000 in annual rent revenue, we will waive the requirement that you conduct the Grand Opening Marketing Campaign. The low-end assumes you are an existing operator that generates more than \$1,000,000 in annual rent revenue.

Note 15: *Software*. In addition to any required software necessary to operate your Casago Business, you will also need to have accounting software and VOIP phone software to operate your Casago Business.

Note 16. *Additional Funds*. You will need capital to support ongoing expenses, such as payroll, rent payments if applicable, and advertising and marketing fees, if these costs are not covered by sales revenue for your first three months of operation. Our estimate does not include any sales revenue you may generate nor owner's compensation. New businesses often generate a negative cash flow. We estimate that the amount given will be sufficient to cover ongoing expenses for the start-up phase of the business, which we calculate to be approximately three (3) months. This is only an estimate and there is no guarantee that additional working capital will not be necessary during this start-up phase or after.

Note 17. *Total*. Your actual costs may vary greatly and will depend on factors such as your marketing and management skills, experience and business acumen; local economic conditions; the local market for the services; the prevailing wage rate; competition; and the sales level reached during the start-up phase. These amounts do not include any estimates for debt service. Except as otherwise noted, the costs outlined in this Item 7 are estimates taken into consideration for new operators. Existing property management businesses that convert to a Casago business may not be required to expend the amounts listed above in the event such obligation has already been fulfilled and otherwise meets our requirements and standards.

Note 18. *Purchase Price for Vacasa Market*. You will incur additional costs if you purchase a Vacasa Market. The figures set forth above do not include the cost of acquiring the property management contracts in a Vacasa Market. If you purchase a Vacasa Market, you will pay Vacasa a purchase price for the property management contracts, which price, in addition to any other consideration for the purchase (such as fees for transition services), will be set forth in the definitive purchase agreement entered into by you and Vacasa. The purchase price and terms for the acquisition of a Vacasa Market will depend on various factors, including size and location of the market. You will also incur transaction expenses in connection with acquiring a Vacasa Market, such as fees of attorneys and other advisors and professionals you engage to assist you with diligence, negotiation, and consummation of the transaction.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your Casago Business in conformance with the methods, standards, and specifications which we prescribe in our confidential operations and training manual and various other confidential manuals and writings prepared by us for use by you in operating a Casago Business (collectively, the "Operations Manual"), and which we may change and modify in our sole discretion. The Operations Manual shall remain confidential and is our exclusive property. You shall not disclose, duplicate or make any unauthorized use of any portion of the Operations Manual. The provisions of the Operations Manual constitute provisions of the Franchise Agreement as if they were fully written in the Franchise Agreement. We will provide you access to our Operations Manual during Initial Training. You shall ensure that your copy of the Operations Manual is current and up to date. If there is a dispute relating to the contents of the Operations Manual, the master copy, which we maintain at our corporate headquarters, will control.

We formulate and modify our standards and specifications for products and services based upon the collective experience of us and our franchisees. We have the right, under the Franchise Agreement, to change the standards and specifications applicable to the operation of the Casago Business, including standards and specifications for services, products, and equipment, by written notice to you or through

changes in the Operations Manual. You may incur an increased cost to comply with these changes, which you must pay at your own expense; however, no change will materially alter your fundamental rights under the Franchise Agreement.

Required Software

You must ~~purchase and~~ use ~~the~~a property management software system that we select and any other technology systems, platforms, solutions, software and related services we require to operate your Casago Business (the “Required Software”). In our discretion, we may agree to allow Existing Operators to continue using their current property management software for a limited period of time after signing the Franchise Agreement. Circumstances may arise in which we may require you to change or upgrade Required Software, or purchase new or replacement Required Software, and you must comply with those requirements as they arise and within the timeframes we establish. We may offer franchisees a choice of two or more alternative Required Software options.

Booking Channels

You must participate in all property listing and booking websites and other channels (“Booking Channels”) that we specify as required in the Operations Manual (“Required Booking Channels”). Currently, casago.com ~~is~~and vacasa.com are our only Required Booking ~~Channel~~Channels. You must comply with all requirements set forth in the Franchise Agreement, as well as all guidelines we ~~established~~establish in the Operations Manual, related to Required Booking Channels or any other Booking Channels including, to the extent permitted by applicable law, those concerning listing price. ~~We may require franchisees to list properties on vacasa.com as another Required Booking Channel.~~ You will pay us the Booking Channel Fee for reservations booked through casago.com, vacasa.com and any other franchisor-affiliated Booking Channels.

Owner Marketing Services

Any operator that is not generating more than \$1,000,000 in annual Gross Rental Revenue or that fails to meet growth targets for more than two consecutive quarters is required to participate in our Owner Marketing Service.

Required and Preferred Suppliers

We have the right to require you to purchase certain items, including but not limited to the Required Software that we designate, from us or other suppliers or distributors approved or designated by us (“Required Suppliers”) to: (i) better assure the quality of the Approved Products and Services and maintain our brands standards; (ii) assure the supply of the Approved Products and Services; and/or (iii) enable us, in our sole discretion to take advantage of marketplace efficiencies. We do not provide you with any material benefits, such as renewal or granting you additional franchises, from you purchasing particular products or services or from using approved or designated suppliers.

We have identified preferred suppliers of products and services that franchisees typically use to operate their Casago Businesses (“Preferred Suppliers”). You are not required to use our Preferred Suppliers and may use any supplier you want for such products and services. While you must use the Required Suppliers we designate for our Required Software, Required Booking Channels, and Owner Marketing Service, currently you do not need to obtain our approval to use any suppliers of any other goods and services. However, you must ensure that the products and services you use to support your franchise

operations are generally accepted in the industry and that none of the products or services you use would violate requirements in the Operations Manual or adversely affect the image of the Franchisor's Brand.

Currently, we are the only Required Supplier for the Owner Marketing Service. Some of our officers own an interest in the Required ~~Supplier~~Suppliers for our property management software. ~~Some of our officers also own an interest in the Preferred Supplier for our guest screening software and smart home technology software.~~ Otherwise, none of our officers owns an interest in any ~~of our~~ Required ~~Suppliers~~ Supplier. We reserve the right to designate ourselves or an affiliate of ours as a Required Supplier (including the sole Required Supplier) with respect to any item you must purchase in connection with your Casago Business in the future.

We may develop proprietary products for use in your Casago Business, including private-label products that bear the Proprietary Marks, and we may require you to purchase these items from us or our affiliate(s).

We will provide you with a list of our Required and Preferred Suppliers in writing as part of the Operations Manual or otherwise in writing, and we may update or modify this list as we deem appropriate.

Revenue from Required Purchases

The products or services we require you to purchase or lease from us or any Required Supplier, or purchase or lease in accordance with our standards and specifications (other than fees already described in Item 5 and Item 6 of this disclosure document), are referred to collectively as your "Required Purchases." We estimate that your Required Purchases will account for less than one percent (1%) of all purchases and leases necessary to open your Casago Business, and less than one percent (1%) of all purchases and leases necessary to operate your Casago Business.

We and our affiliates reserve the right to derive revenue and other material consideration from your Required Purchases. In the fiscal year ended December 31, ~~2024~~2025, our total revenues were \$6,514,940 and neither we nor any affiliate derived any revenue from required franchisee purchases or leases.

~~Purchasing Cooperatives and~~ Right to Receive Compensation

We and/or our affiliates ~~may~~ receive payments ~~or and~~ other compensation such as rebates, commissions or other forms of compensation from ~~Required or~~ Preferred Suppliers ~~or any and~~ other suppliers on account of these suppliers' dealings with us, you, and/or other Casago Businesses in the System. We may retain such compensation and may use any amounts that we receive from suppliers for any purpose that we deem appropriate. We and/or our affiliates ~~may also negotiate~~have negotiated supply contracts (including price terms) with ~~our suppliers under which we are able to purchase~~suppliers of a variety of products and services used by Casago Businesses. This may include suppliers and vendors for revenue management, accounting, payment processing, short term rental data, asset and operations management, banking, guest identification verification, staffing, IT, communications, tax, search engine optimization, or any other product or service. The compensation we and our affiliates receive or realize under such arrangements may be based on a percentage of sales, the difference between cost and price, a flat dollar amount or other metric, and may vary by supplier, product/service category, and over time. In some

cases, these arrangements may result in discounts, bundled/no-charge services, or other benefits being offered to franchisees, but any franchisee benefits, if offered, may vary by supplier and circumstances.

Purchasing Cooperatives and Group Purchasing

Casago Supply Source LLC, an affiliate, operates an online group purchasing portal currently branded as “CasagoGPO,” which makes available products, ~~equipment, supplies, and services and other items at a price that will benefit~~ from third-party suppliers for purchase by franchisees and other System participants. Use of CasagoGPO is optional, and we do not require you to purchase through the portal. Purchases made through CasagoGPO may, however, generate the types of supplier compensation described above (including rebates, commissions, administrative fees, discounts, or similar benefits) payable to us, and/or our affiliates ~~or our franchisees~~.

~~There are currently no~~ Other than CasagoGPO, we have not established any group purchasing programs for the System, and we are not aware of any purchasing or distribution cooperatives ~~in existence~~ established for the System by franchisees or other System participants.

Supplier Approval

We may, from time to time, source suppliers and vendors to procure preferred pricing to offer to our franchisees. Unless otherwise agreed, you do not have the right to use any other supplier, other than our Required Suppliers, for required products or services used to operate your Casago Business. You are not required to use our Preferred Suppliers for any particular products or services, or to obtain our approval to use any other suppliers for these goods and services. As such, we do not currently have a program to approve any such suppliers.

Advertising

You must participate in all advertising and sales promotions we design to promote and enhance the collective success of all Casago Businesses operating under the System, including our System Marketing Fund. In all aspects of these programs, including without limitation, the type/quantity/timing/placement and choice of media, and market areas and advertising agencies, the System standards and specifications established by us will be final and binding upon you. We may also request that you purchase and/or make copies of (at your expense) and subsequently use certain other advertising or promotional materials that we designate for use in connection with the Casago Business.

Advertising and promotional materials must comply with our brand standards. We may require you to submit advertising and promotional materials to us for review prior to using them in your Casago Business so that we can ensure compliance with our brand standards. We may require you to include certain language on all advertising to be used locally by you or to be used by any Cooperative, including the phrases “Locally Owned and Operated,” “Franchises Available” and references to our telephone number and/or website. In addition, we have the right to require you to remove or discontinue the use of any advertising material that we deem inappropriate, off brand or detrimental to the Franchisor's Brand.

Insurance

You must purchase and maintain the types and amounts of insurance that we designate in the Franchise Agreement, our Operations Manual or otherwise in writing, which we may modify from time to time as we deem appropriate in our reasonable discretion. For any insurance you are required to carry, you must furnish us with certificates of insurance (or, at our request, copies of all insurance policies) annually and

at such other times as we may request, evidencing the existence and continuation of the required insurance coverage. All policies must contain a waiver of subrogation in our favor and must name us and any additional parties we designate as additional insureds (except with regards to workers' compensation insurance).

Our current requirements are as follows: (a) real estate services professional liability insurance with minimum limits of \$1,000,000 per occurrence; (b) comprehensive automobile liability coverage for all owned, non-owned and hired vehicles with limits of \$1,000,000 Combined Single Limit or \$1,000,000 per person, per accident and \$1,000,000 property damage; (c) property insurance coverage on all furniture, fixtures, equipment, and tenant improvements using 100% replacement cost valuation; (d) business interruption coverage equal to at least nine (9) months of operating expenses or an actual loss sustained form; (e) workers' compensation in the amounts required by state law; (f) employer's liability coverage of not less than \$500,000 covering all employees, subcontractors and agents; (g) first and third-party cyber liability insurance coverage with limits of \$1,000,000; (h) commercial general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, property damage, contractual liability, and personal injury; and (i) a commercial umbrella or excess liability policy with limits of at least \$1,000,000. Premiums depend on the insurance carrier's charges, terms of payment, and your history. All insurance policies must name us and our parent company as additional insured parties. You should consult with an insurance advisor to determine if any additional coverages or higher limits are necessary for your business or desirable to provide adequate protection for your business operations. You must use an insurance company that is satisfactory to us. We may change the amounts and types of required coverage in our discretion.

You must also require that the following insurance be maintained by the owner of and/or guests at each property you manage: (a) insurance on contents of the rental property with a limit of at least \$25,000, (b) liability insurance covering bodily injury to a renter or renter's guest with a limit of at least \$1,000,000, and (c) insurance covering damages to real property arising from rental activities with a limit of at least \$1,000,000. We make available to owners and guests, but do not require owners and guests to use, ~~the Casago Protection Plan~~ [insurance plans](#) from a Preferred ~~Supplier~~ [Suppliers](#) to satisfy this requirement.

All insurance providers must have a Best's Insurance Guide minimum rating of A-VI or better. You must maintain any additional insurance required by any landlord, lender or as otherwise required under any contract you enter into or applicable law. Under each insurance policy, we must receive at least 30 days' prior written notice of any intent to reduce policy limits, restrict coverage, cancel or otherwise alter or amend said policy. Once obtained, you may not reduce the policy limits, restrict coverage, cancel or otherwise alter or amend the insurance policies without our written consent. You must submit proof of insurance before you begin making leasehold improvements and deliver a complete copy of your then-prevailing policy of insurance within 30 days following the delivery of the certificate of insurance.

Other Products and Services

We reserve the right to require you to purchase other products and services, including software, from us or our designated suppliers in the future. Our present software requirements are discussed further in Item 11 of this Disclosure Document and are also discussed in detail in our Operations Manual. We do not currently specify the type of computer hardware you are required to purchase or use to operate your Casago Business, but we may do so in the future.

ITEM 9
FRANCHISEE'S OBLIGATIONS

The table on the following pages lists your principal obligations under the Franchise Agreement and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	1.3 of the Franchise Agreement	Items 7, 8, 11 and 12
b. Pre-opening purchases/ leases	1.3 and 7.4 of the Franchise Agreement	Items 6, 7, 8 and 11
c. Site development and other pre-opening requirements	1.3, 7.1, 7.2, 7.3 and 12.4 of the Franchise Agreement	Items 6, 7, 8 and 11
d. Initial and ongoing training	6.1, 6.2, 6.3, 6.4, 6.5, 7.1, 8 and Exhibit G of the Franchise Agreement	Item 6, 7 and 11
e. Opening	7.3 and Exhibit G of the Franchise Agreement	Item 7 and 11
f. Fees	3, 8.1, 12.4, 12.5, and 22.8 of the Franchise Agreement; III of the Asset Purchase Agreement; 2.1 of the Transition Services Agreement	Items 5 and 6
g. Compliance with standards and policies/operations manual	6.1, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 7.10, 7.14 and 7.16 of the Franchise Agreement	Items 8, 11 and 16
h. Trademarks and proprietary information	4, 5 and 7.15 of the Franchise Agreement	Items 13 and 14
i. Restrictions on products/services offered	1.6, 6.1, 7.4, 7.5 and 7.22 of the Franchise Agreement	Items 8, 12 and 16
j. Warranty and customer service requirements	7.6.6 and 7.8 of the Franchise Agreement	Item 16
k. Territorial development	7.23 of the Franchise Agreement	Items 12
l. Ongoing product/service purchases	6.2, 7.4, 7.5, and 7.6.7 of the Franchise Agreement	Items 8 and 11
m. Maintenance, appearance, and remodeling requirements	N/A	N/A
n. Insurance	9 of the Franchise	Items 6, 7 and 8

Obligation	Section in Agreement	Disclosure Document Item
	Agreement; 6 of the Transition Services Agreement	
o. Advertising	12 of the Franchise Agreement	Items 6, 7, 8 and 11
p. Indemnification	13.2 of the Franchise Agreement; VII of the Asset Purchase Agreement; 3 of the Transition Services Agreement	Item 6
q. Owners' participation/management/staffing	7.6 and 7.21 of the Franchise Agreement	Items 11 and 15
r. Records and reports	3.3, 10 and 11 of the Franchise Agreement	Item 6
s. Inspections and audits	7.7, 7.18, 11 and 16.1.9 of the Franchise Agreement	Items 6 and 11
t. Transfer	14 of the Franchise Agreement	Item 6 and 17
u. Renewal	2.2 of the Franchise Agreement	Item 17
v. Post-term obligations	16 and 17.2 of the Franchise Agreement	Item 17
w. Noncompetition covenants	17 and Exhibit E of the Franchise Agreement	Item 17
x. Dispute resolution	18 of the Franchise Agreement; 9.04 of the Asset Purchase Agreement	Item 17
y. Other: Guarantee of Obligations	14.3, 20 and Exhibit A of the Franchise Agreement; Exhibit F of the Asset Purchase Agreement	Items 10 and 15

ITEM 10 **FINANCING**

~~In connection with the sale of Vacasa Markets, Vacasa (our affiliate) may, in its discretion, offer to finance a portion of the purchase price of the Vacasa Market. The financing would be memorialized in a promissory note. Vacasa's current form of Promissory Note is included in this Franchise Disclosure Document as Exhibit G to the Asset Purchase Agreement. The amount of financing offered, and the applicable interest rate and repayment schedule, will be determined on a case by case basis in Vacasa's discretion and may depend on such factors as the aggregate purchase price, Vacasa's assessment of your ability to repay the debt, and then current market conditions. As of the last amended date of this~~

~~Franchise Disclosure Document, Vacasa had not entered into a financing arrangement for the sale of a Vacasa Market. As a condition to providing financing, Vacasa may require the borrower to execute a security agreement, which would grant Vacasa a security interest in the purchased assets of the Vacasa Market, or other agreed upon assets, as security for the debt. Vacasa's current form of Security Agreement is included in this Franchise Disclosure Document as Exhibit H to the Asset Purchase Agreement. Vacasa may also require one or more of the borrower's principals to personally guaranty the debt. The guarantor must waive all rights to notice, satisfaction of judgment, and subrogation. Vacasa's current form of Personal Guaranty is included in this Franchise Disclosure Document as Exhibit F to the Asset Purchase Agreement. The loan (including all unpaid principal and all accrued and unpaid interest) accelerates upon default and the borrower is responsible for all collection costs, including the lender's attorneys' fees. Default may also result in loss of the franchise and, if the debt is secured, loss of the assets of the business. The debt can be prepaid without penalty. It is not Vacasa practice or intent to sell, assign, or discount to a third party all or part of the financing arrangement, although Vacasa may do so in its discretion. We and our affiliates do not receive consideration for placing financing with Vacasa.~~

Except as disclosed in this Item 10, neither we nor our affiliates offer direct or indirect financing to franchisees. We will not guarantee your note, lease or other obligation.

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

A. Pre-Opening Obligations

Before you open your Casago Business, we will do the following:

1. We will provide you access to our Operations Manual, which we will amend periodically. (Section 6.1 of the Franchise Agreement). The Table of Contents of the Operations Manual is included as Exhibit B to this document. The Operations Manual currently consists of ~~369~~225 pages.
2. We will provide our tuition-free Initial Training Program for anyone that you designate to attend. (Section 8.1 of the Franchise Agreement). However, if you purchase a Vacasa Market, you will have a modified training program. (Exhibit G of the Franchise Agreement). More information about our training programs is provided below.
3. We will provide you the standards and specifications we require for your Casago Business and provide you with a list of Required and Preferred Suppliers for the items necessary for the start-up of your Casago Business, if any. (Section 6.2 of the Franchise Agreement). You may be required to purchase proprietary products and services we designate in the future directly from us or other Required Suppliers.
4. For new operators, we will approve your Grand Opening Marketing Campaign; provided, however, that we reserve the right to require that you pay the Grand Opening Marketing Requirement directly to us, and in such instance, we shall spend the Grand Opening Marketing Requirement to implement a marketing program on your behalf. (Section 12.4 of the Franchise Agreement). Existing operators will not be required to implement or prepare a Grand Opening Marketing Campaign.

5. We will provide existing operators with our brand conversion timeline and our requirements for conversion set forth in our Operations Manual. (Section 6.1 of the Franchise Agreement)

6. We will work with you to establish targets for periodic growth of revenue of your Casago Business and the number of properties managed by your Casago Business. (Section 7.23 of the Franchise Agreement). These targets will be established based on the growth potential for your market, the size of your current operations, and your goals and capacity for growth. The minimum growth targets will be set forth in the Data Sheet. If you fail to achieve your minimum growth targets for two consecutive quarters, or more than three total quarters during the term of the Franchise Agreement, we may require additional marketing spend, reduce the size of your Territory, or terminate the Franchise Agreement.

B. Time to Open

We estimate that it will take between 90 and 120 days from the signing of the Franchise Agreement for new operators to commence operations of your Casago Business, while Existing Operators may be able to commence operations shortly after signing the Franchise Agreement. The actual length of this period will depend upon factors such as your ability to complete the Initial Training Program. Under the Franchise Agreement, you must open your Casago Business no later than four (4) months after we sign the Franchise Agreement. If the Casago Business has not been opened within four (4) months, we may, at our sole discretion, elect to terminate your Franchise Agreement, though we reserve the right to grant you an extension upon your reasonable request. (Sections 7.3 and 15.3.5 of the Franchise Agreement). Time to launch for existing operators will vary depending on factors such as the number of properties under management, software conversion, time to complete initial training and seasonality of business.

Time to Open for Purchasers of a Vacasa Market

If you purchase a Vacasa Market, you will typically both sign the Franchise Agreement and open your Casago Business on the same day that you acquire the Vacasa Market. At that time, you will also sign the Transition Services Agreement and operate your Casago Business with the assistance of transition services from Vacasa for an initial period of time that we estimate to be the first 90 to 120 days after you open.

C. Training Program

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
<u>Phase 1: Kickoff Call and Intro to Online Coursework</u>			
<u>Welcome & Orientation</u>	<u>1</u>	<u>0</u>	<u>Virtual</u>
<u>Walkthrough of materials and LMS access</u>	<u>1</u>	<u>0</u>	<u>Virtual</u>
Casago University–	4	0	Puerto Penasco, MX or other

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
~~Culture~~			~~location that we designate~~
~~Casago University Software Training~~	~~28~~	~~0~~	~~Puerto Penasco, MX or other location that we designate~~
~~Casago University System Set Up~~	~~8~~	~~0~~	~~Puerto Penasco, MX or other location that we designate~~
~~Casago University – Accounting~~	~~0~~	~~8~~	~~Puerto Penasco, MX or other location that we designate~~
~~Casago University – Owner Support~~	~~0~~	~~8~~	~~Puerto Penasco, MX or other location that we designate~~
~~Revenue Management~~	~~0~~	~~4~~	~~Puerto Penasco, MX or other location that we designate~~
Marketing ~~&and~~ Business Development	<u>2</u>	<u>0</u>	<u>8</u> ~~Puerto Penasco, MX or other location that we designate~~ <u>Virtual</u>
<u>Casago Culture and Expectations</u>	<u>3</u>	<u>0</u>	<u>Virtual</u>
<u>Introductory Systems & Process Overview</u>	<u>33</u>	<u>0</u>	<u>Virtual</u>
<u>Phase 1 Total Hours:</u>	<u>40</u>	<u>0</u>	
<u>Phase 2: In-Depth Systems Training</u>			
<u>Casago Culture Ambassador Workshop</u>	<u>3</u>	<u>0</u>	<u>Portland, OR or other locations that we designate</u>
<u>Homeowner Acquisition Training</u>	<u>4</u>	<u>0</u>	<u>Portland, OR or other locations that we designate</u>
<u>Property Onboarding</u>	<u>6</u>	<u>0</u>	<u>Portland, OR or other locations that we designate</u>
<u>Guest Communication Workflow</u>	<u>2</u>	<u>0</u>	<u>Portland, OR or other locations that we designate</u>
<u>Reservations Training</u>	<u>4</u>	<u>0</u>	<u>Portland, OR or other locations that we designate</u>
~~On Site – Maintenance~~	~~0~~	~~4~~	~~In Market~~
~~On Site – Onsite Housekeeping, Maintenance, Property Manager & Customer Service~~	~~6~~	~~0~~	~~4~~ ~~In Market – Portland, OR or other locations that we designate~~

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
<u>Property Management</u> <u>Accounting Basics</u>	<u>5</u>	<u>0</u>	<u>Portland, OR or other locations that we designate</u>
<u>Phase 2 Total Hours:</u>	<u>4030</u>	<u>360</u>	

We will provide the Initial Training Program at no cost to all those who you select to attend, provided they all attend at the same time. At a minimum, your Designated Manager must attend and complete to our satisfaction, our Initial Training Program. (Section 8.1 of the Franchise Agreement)

If you and any employees you select to attend the Initial Training Program are not able to attend at the same time, we reserve the right to charge you a tuition fee, which is currently \$1,500 per trainee. You must cover the cost of each attendee's travel, and payroll or living expenses. (Section 8.1 of the Franchise Agreement)

The Initial Training Program lasts approximately five (5) days. Training will be held at our designated training facility at Casago University in ~~Puerto Penaseo~~Portland, MX~~OR~~ or another location we determine. Note, however, we may provide portions of the "Classroom Training" instruction via webinar or other online learning management system that allows us to track your participation, completion and, if appropriate, passing of any testing we determine appropriate for use in connection with our initial training. The Initial Training Program is held on a weekly basis, subject to the availability of our trainers. We will provide the training materials you will use during the Initial Training Program, which will include the Operations Manual and other materials that we prepare. We reserve the right, in our sole discretion, to reduce the length of the Initial Training Program for franchisees with an existing business that is being converted to a Casago Business, as we deem appropriate. (Section 8.1 of the Franchise Agreement)

All training-related expenses, including you and your personnel's transportation to and from the training site, as well as their lodging, meals, and wages during training, are your sole responsibility. Your initial Designated Manager must attend and complete our Initial Training Program to our satisfaction prior to you commencing operations of the Casago Business. (Section 8.1 of the Franchise Agreement)

Should you or your Designated Manager fail to complete the Initial Training Program to our satisfaction, we may require that the course be repeated or that you name a replacement Designated Manager and send such individual to the next available Initial Training Program. We may charge our then-current tuition fee for a replacement Designated Manager to attend an Initial Training Program. Failure by you or your employees to complete the Initial Training Program to our satisfaction triggers our right to terminate the Franchise Agreement. (Section 8.1 of the Franchise Agreement)

In addition to the Initial Training Program set forth above, we ~~will~~may provide you with virtual or on-site training ("On-Site Training") by one or more of our representatives for up to three (3) days to support the market launch at an agreed-upon location within your Territory or such other locations to which we mutually agree around the time that you commence operations of your Casago Business or at the time of acquiring initial property management inventory. During the On-Site Training, we will assist you and your staff with getting your Casago Business up and running. You will be responsible for the

travel and lodging costs for our representatives to conduct On-site Training at your location. (Section 8.2 of the Franchise Agreement).

Modified Training Program for Purchasers of a Vacasa Market

If you purchase a Vacasa Market, you will have a modified training program as follows:

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Phase 1: Kickoff Call and Intro to Online Coursework			
Welcome & Orientation	1	0	Virtual
Walkthrough of materials and LMS access	1	0	Virtual
Marketing and Business Development	2	0	Virtual
Casago Culture and Expectations	3	0	Virtual
Introductory Systems & Process Overview	33	0	Virtual
Phase 1 Total Hours:	40	0	
Phase 2: In-Depth Systems Training			
Casago Culture Ambassador Workshop	3	0	Puerto Penasco, MX or other locations that we designate
Homeowner Acquisition Training	4	0	Puerto Penasco, MX or other locations that we designate
Property Onboarding	6	0	Puerto Penasco, MX or other locations that we designate
Guest Communication Workflow	2	0	Puerto Penasco, MX or other locations that we designate
Reservations Training	4	0	Puerto Penasco, MX or other locations that we designate
Onsite Housekeeping, Maintenance, Property Manager & Customer Service	6	0	Puerto Penasco, MX or other locations that we designate
Property Management Accounting Basics	5	0	Puerto Penasco, MX or other locations that we designate

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Phase 2 Total Hours:	30	0	
Phase 3: In-Market Training			
Casago Culture Ambassador Workshop	0	3	In-Market
Homeowner Acquisition	0	4	In-Market
Property Onboarding	0	6	In-Market
Guest Communication Workflow	0	2	In-Market
Reservations	0	4	In-Market
Onsite Housekeeping, Maintenance, Property Manager & Customer Service	0	6	In-Market
Property Management Accounting Basics	0	5	In-Market
Phase 3 Total Hours:	0	30	

If you purchase a Vacasa Market, our initial training obligation to you will consist of ~~an~~making our introductory training program (“Phase 1 Training”) content available to you in order to introduce you to the Casago and Vacasa organizations, key personnel, core systems, company culture, strategic expectations, and operation of your Casago Business under the Transition Services Agreement. Your initial Designated Manager must complete Phase 1 Training ~~before you commence~~within 10 days following the commencement of operation of your Casago Business, unless we make an exception. Phase 1 Training materials will be provided virtually and ~~will last~~consists of approximately ~~5 days~~40 hours of content. (Exhibit G of the Franchise Agreement).

After you commence operation of your Casago Business, but before expiration of your Transition Services Agreement, we will provide you with a follow-up training program (“Phase 2 Training”) on Casago systems, processes and tools, culminating in a final certification to validate your readiness for operations on expiration of the Transition Services Agreement. Phase 2 Training lasts approximately 5 days. Phase 2 Training will be held at our designated training facility at Casago University in ~~Puerto Penaseo~~Portland, MX or other locations we designate. We may also choose to provide Phase 2 Training virtually. We expect your Designated Manager to complete Phase 2 Training approximately 30 days before expiration of your Transition Services Agreement. (Exhibit G of the Franchise Agreement).

At or around the time of expiration of your Transition Services Agreement, we ~~will~~may provide an on-site training and support program to you (~~“Phase 3 Training”~~) with real-time training and operational support to assist you in continued operation of your Casago Business. ~~Phase 3 Training~~This training will be provided at a location within your Territory or another location that you and we mutually agree on. ~~Phase 3 Training~~This support will last approximately 3 ~~to 5~~ days. ~~(Exhibit G of the Franchise Agreement)~~.

Our virtual training will be provided via webinar or other virtual platform we choose that allows us to track or monitor your participation, completion and, if appropriate, passing of any testing we determine appropriate for use in connection with the training. Training may also consist of course work that your attendees must complete on their own time and submit to us for review. You must cover the cost of each of your attendees' expenses associated with attendance, including any travel and lodging, as well as payroll and living expenses. Our classroom training programs are held on a weekly basis, subject to the availability of our trainers. We will provide the training materials you will use, which will include the Operations Manual and other materials that we prepare. Classroom training will be provided tuition-free to all those who you select to attend, provided they all attend at the same time. At a minimum, your Designated Manager must attend and complete all phases of training to our satisfaction. If you and any employees you select to attend training are not able to attend at the same time, we may charge you a tuition fee, which is currently \$1,500 per trainee. We may reduce the length or content of training, or waive training requirements, for existing franchisees or for franchisees with an existing business that is being converted to a Casago Business, as we deem appropriate. If any individual fails to complete any training program to our satisfaction, we may allow the person to repeat the course. We may charge our then-current tuition fee for such repeat training. Your failure to complete any training program to our satisfaction is a cause for termination of the Franchise Agreement. (Exhibit G of the Franchise Agreement)

Further Information About Training

All of our training programs are conducted by or under the ~~direction of the Dean of Casago University, who has 15~~ supervision of our training personnel, who have relevant experience in property management operations, experience with us or our affiliates, and experience teaching the subjects covered in the training program. Our lead training personnel currently have approximately 44 years of industry experience, 31 years with us or our affiliates, and ~~1+36~~ years of teaching/instructional experience ~~in the subjects being taught.~~

You are responsible for training your other employees. Only our training materials may be used by Franchisee in training Franchisee's personnel on the System. Updated training materials will be provided to you as they are developed. All training materials provided to you by us shall at all times remain our property and Confidential Information (as defined in Item 14), and you must agree not to challenge our or our affiliates' title or rights in or to the training materials. You may not make any disclosure, duplication or other unauthorized use of any portion of the training materials. (Section 8.3 of the Franchise Agreement).

D. Obligations After Opening

1. We will provide you continuing consultation and advice, as appropriate in our sole discretion, regarding the management and operation of the Casago Business. This guidance may, without limitation, pertain to standards, specifications, operating procedures and methods, use of suppliers, employee training, and advertising and marketing methods. We will provide this assistance, in our discretion, by telephone, email, intranet communication and on-site visits. We will provide you with this assistance and require you to pay our then-current rate, plus reasonable expenses, including our travel and lodging expenses. (Section 6.3 of the Franchise Agreement).

2. We will provide specifications for and designate sources of Required Software for the ongoing operations of your Casago Business. (Section 6.2 of the Franchise Agreement).

3. We may hold an Annual Conference at a location to be selected by us. We will determine the topics and agenda for this conference to serve the purpose, among other things, of updating franchisees on new developments affecting franchisees, exchanging information between franchisees and our personnel regarding the Casago System operations and programs, and recognizing franchisees for their achievements. ~~The~~ If we hold an Annual Conference, your Designated Manager ~~plus one additional employee must attend. In addition,~~ if your Casago Business achieved at least \$7 million of Gross Rental Revenue in the prior calendar year ~~will be required to attend the, you must also send one additional employee. The~~ Annual Conference will be for up to three (3) days per year and you must pay our then-current registration fee, which is currently estimated at between \$500 to \$800 per attendee. All expenses, including transportation to and from the Annual Conference, and lodging, meals, and salaries during the Annual Conference, are your sole responsibility. We may use expenditures from the Fund for purposes related to the Annual Conference, including costs related to production, programs, and materials. (Section 6.8 of the Franchise Agreement).

4. We will continue to develop and modify our System and may designate additional products and services to be offered by you in operating your Casago Business. You must comply with the standards and specifications we establish for the Casago System. (Section 7.4 and 7.5 of the Franchise Agreement).

5. We may, in our sole discretion, hold refresher and ongoing training courses, training courses upon a significant change to the System, or training courses to assist you in the operation of your Casago Business which we may require you to complete either in person or online. Up to four (4) days per year, we may require you and your Designated Manager(s) and/or employees, to attend such training at our then-current tuition rate. All expenses, including you and your Designated Manager(s)', and/or employee(s)' transportation, meal, and lodging expenses to attend such training will be your sole responsibility. (Section 6.4 of the Franchise Agreement). As described above, if you purchase a Vacasa Market we will provide you with Phase 2 ~~Training and Phase 3~~ Training after you open your Casago Business.

6. We may send our professional support team to visit your office up to one (1) time per year at our discretion (and more often if you and we agree) to observe and assist you with operational needs in your territory. You are required to pay a professional support services fee (currently \$1,500 per visit) and cover our team's costs for travel and lodging in connection with any such inspections. (Section 7.7.2 of the Franchise Agreement).

7. We will conduct periodic inspections of your operations to review quality, service and adherence to brand standards. We are not required to provide you advance notice. You agree to cooperate in such inspections, including giving us access to homes, books and records, and such other items as we may reasonably request. (Section 7.7.1 of the Franchise Agreement).

Advertising

We may make available to you from time to time, at your expense, certain promotional materials. You must also participate in certain promotions, trade events and advertising programs that we establish as part of the System. (Franchise Agreement, Section 12). Your requirement to participate in advertising and promotion will be determined by either your local marketing requirements and/or by us.

Advertising and promotional materials must comply with our brand standards. We may require you to submit advertising and promotional materials to us for review prior to using them in your Casago Business so that we can ensure compliance with our brand standards. We have the right to require you to remove or discontinue the use of any advertising material that we deem inappropriate, off brand or detrimental to the Franchisor's Brand. (Franchise Agreement, Section 12.1). Except as otherwise provided in this Item, we are not required to spend any amount on advertising in your Territory.

System Marketing Fund

We have established a System Marketing Fund (the "Fund") administered by us or our designee for advertising and brand marketing purposes. (Section 12.5 of the Franchise Agreement). ~~All~~Generally, all franchisees are required to contribute to the Fund monthly in the amount of one-half percent (0.5%) of the Casago Business' Gross Rental Revenue, which we may increase up to one percent (1%). However, we may have granted exceptions, waivers, phase-ins, or other variations from standard Fund contribution requirements in particular cases. We have the right to use contributions to the Fund to develop, produce, and distribute national, regional and/or local advertising and promotions and to create advertising materials and public relations materials which promote the services offered by the System. (Section 12.5.1 of the Franchise Agreement). We may use contributions to the Fund to satisfy any and all costs of maintaining, administering, directing, preparing, and producing advertising, social media, public relations, including the cost of preparing and producing television, radio, magazine and newspaper advertising campaigns, the cost of direct mail and outdoor billboard advertising; the cost of public relations activities, social media activities and advertising agencies; the cost of developing and maintaining an Internet website and managing social media and other online advertising; the cost of holding an annual conference; the cost of promoting the System at industry conferences; and personnel and other departmental costs for advertising that we internally administer or prepare. Not all System franchisees will benefit directly or on a pro rata basis from the Fund's expenditures. (Section 12.5.1 of the Franchise Agreement). While we do not anticipate that any part of the Fund will be used for advertising or public relations that are principally a solicitation for the sale of additional franchises, we reserve the right to include a notation in any Fund advertisement indicating "Franchises Available." (Section 12.5.1 of the Franchise Agreement). We are not required to spend any minimum amount of the Fund in any fiscal year. If any amounts in the Fund are unspent at the end of a fiscal year, they will remain with the Fund and carry over into the next year.

There is no requirement that the Fund be audited. We will prepare on an annual basis, an unaudited statement of contributions and expenditures for the Fund. If you submit a written request to us requesting to review the statement, we will provide you with a copy of the statement after its preparation for the most recently completed fiscal year. (Section 12.5.5 of Franchise Agreement). During our fiscal year ended December 31, ~~2024~~2025, ~~we did not collect any Fund contributions~~all monies spent by the Fund were expended in connection with the Annual Conference. Company or affiliate-owned outlets may, but are not obligated to, contribute to the Fund in the same manner that each franchised Casago Business is required to contribute. (Section 12.5.4 of Franchise Agreement).

Local Marketing Requirement

Casago will work with you to develop a mutually agreed upon local, annual marketing plan that will be reviewed quarterly and based on your advertising and promotions goals, size of your Territory, market opportunity and revenue of your business. We require that you engage in local advertising and promotions as we prescribe in the Operations Manual or otherwise in writing, which may include, without limitation, requirements for placing a certain number and/or type(s) of media advertisements (the

“Local Marketing Requirement”). Your Local Marketing Requirement must be expended regardless of the amount(s) spent by other System franchisees on local advertising and promotions. (Section 12.7 of the Franchise Agreement). If any material is deemed inappropriate, off brand or detrimental to our brand it will be removed, and all use of the material must cease, and you will be required to replace it with appropriate materials. Your Local Marketing Requirement does not apply during the Grand Opening period (60 days after opening). (Section 12.7 of the Franchise Agreement)

Owner Marketing Service

Any operator that is not generating more than \$1,000,000 in annual Gross Rental Revenue or that fails to meet established growth targets will be required to participate in our Owner Marketing Service at the then current monthly rate. Under this program, you will pay us a monthly fee to prepare and deploy marketing in your Territory. The standard fee for this service is currently \$900 per month. If you are not meeting growth targets, we may increase this fee in our discretion so that we may perform additional marketing services to assist you in growing. The monthly fee for the Owner Marketing Service does not count towards your Local Marketing Requirement. (Section 12.7 of the Franchise Agreement)

Grand Opening Marketing Requirement

New operators must expend a Grand Opening Marketing Requirement of at least between \$2,000 and \$5,000 in order to implement the Grand Opening Marketing Campaign within sixty (60) days after you commence operations. (Section 6.4 of the Franchise Agreement). Existing operators and new operators with at least \$1,000,000 in annual rent revenue are not required to prepare or implement a Grand Opening Marketing Campaign.

Regional Advertising Cooperative

There are currently no regional Advertising Cooperatives in existence for the System. However, we have the right, in our sole discretion, to designate any geographical area for purposes of establishing a regional Advertising Cooperative, and to determine whether an Advertising Cooperative is applicable to the Casago Business. If an Advertising Cooperative has been established applicable to the Casago Business at the time you begin operating under the Franchise Agreement, you must immediately become a member of the Advertising Cooperative. If an Advertising Cooperative is established at any later time during the term of the Franchise Agreement, you must become a member of this Advertising Cooperative within thirty (30) days after it begins operation. If your Casago Business is within the territory of more than one Advertising Cooperative, you are required to be a member of only one. (Section 12.6 of the Franchise Agreement).

We have the right to specify the manner in which any Advertising Cooperatives are organized and governed and require any and all Advertising Cooperatives to be legal entities of the state where they are located. Advertising Cooperatives must operate according to written bylaws which have been approved by us. Advertising Cooperatives must provide us a copy of their organizational documents and bylaws prior to commencing any marketing or other activities. Currently, each Franchisee must contribute to an Advertising Cooperative according to the Advertising Cooperatives rules, regulations, and bylaws. Amounts contributed to Advertising Cooperatives will be considered as spent for local advertising for purposes of satisfying the Local Marketing Requirement. (Section 12.6.1 of the Franchise Agreement). Each Advertising Cooperative will be organized for the exclusive purpose of administering regional advertising programs and standardizing advertising materials for use by the members in local advertising and promotions. (Section 12.6.2 of the Franchise Agreement). All activities and contributions to the Advertising Cooperative shall be determined by a majority vote of the member franchisees in the

Advertising Cooperative (with franchisor-owned outlets holding the same voting power as franchised outlets). Such contributions shall not exceed the Local Marketing Requirement (Sections 12.6.4 and 12.6.6 of the Franchise Agreement).

Each member franchisee must make their respective contributions to the Advertising Cooperative by the date set by the Advertising Cooperative. We may require each Advertising Cooperative to provide us statements and reports. (Section 12.6.5 of the Franchise Agreement). No other annual or periodic financial statements need to be provided by the Advertising Cooperative other than those submitted by its member franchisees.

Franchisee Advisory Council

We have not currently established an advisory council (the “Advisory Council”), but we reserve the right to do so in the future. If we establish an Advisory Council, it will serve solely in an advisory capacity to us with respect to certain franchise initiatives. At our discretion, the Advisory Council may be comprised of our management representatives and other franchisees in the System. We will have the right to modify or dissolve an Advisory Council (if created) at any time. (Franchise Agreement, Section 12.6).

Computer System

At this time the only Required Software is our designated property management system. We require that you to use VOIP software and accounting software; however, you are not required to use a Required Supplier for this software.

You must purchase and use all Required Software which we have developed or may develop and/or designate for use for the System, and you must also purchase such computer hardware as may be necessary for the efficient operation of the Required Software. We have the right to require you to update or upgrade Required Software as we deem necessary from time to time. We do not require you to use any particular computer hardware. You will have the sole and complete responsibility for: (i) the acquisition, operation, maintenance and upgrading of the computer hardware and Required Software; and (ii) all consequences that may arise if the computer hardware and Required Software is not properly operated, maintained and upgraded. (Section 7.9 of the Franchise Agreement).

We may develop and custom-design software programs related to the operation of your Casago Business (the “Proprietary Software Program”). You must obtain, at your expense, the computer hardware required to implement the Proprietary Software Program into your Casago Business, and you must comply with all specifications and standards prescribed by us regarding the Proprietary Software Program as provided from time to time in the Operations Manual or otherwise in writing. You shall only utilize the Proprietary Software Program as prescribed by us and the Proprietary Software Program will be considered to be a part of our Confidential Information. The Proprietary Software Program may generate and store certain data pertaining to reservation, guest, and homeowner information, and we shall have the unlimited right to independently access all such data contained in the Proprietary Software Program, as well as any other software or other books and records used by you in the operation of the Casago Business. You must take any and all actions specified by us to ensure that we have access to the Proprietary Software Program and/or other software. (Section 7.9.1 of the Franchise Agreement).

In the future, we may require that you participate in any System-wide area computer network, intranet system or extranet system that we implement, and you may be required by us to use such area computer network, intranet system or extranet system to, among other things: (i) submit your reports due under the

Franchise Agreement to us online; (ii) view and print portions of the Operations Manual; (iii) download local advertising and promotions materials; (iv) communicate with us and other System franchisees; and (v) participate in online training. You must agree to use the facilities of any such area computer network, intranet system or extranet system in strict compliance with the standards, protocols, and restrictions that we include in the Operations Manual, including those related to the encryption of Confidential Information and prohibitions against the transmission of libelous, derogatory or defamatory statements. (Section 7.9 of the Franchise Agreement).

We currently require you to obtain and use computer equipment that meets at least the minimum operating requirements of our prescribed or required software systems. You will be solely responsible for maintaining such equipment and software systems in accordance with recommendations from the provider of such equipment and systems. We have no obligation to provide on-going maintenance, repairs, upgrades or updates to your computer system, equipment or software systems.

We estimate that the cost of obtaining the computer hardware necessary to operate your Franchised Business will be roughly between \$1,500 and \$10,000 if you currently do not already own necessary hardware to adequately operate the Required Software we require you to use for your Casago Business, and your costs could be higher if you acquire a large Vacasa Market. You must keep your computer system and hardware in good maintenance and repair. You must also install such additions, changes, modifications, substitutions, and/or replacements to the Required Software as we direct from time to time in writing.

You, your Designated Manager(s) and any employees interacting with customers must maintain email accounts that are able to be integrated into our required property management software. You must give us electronic access to information on your property management system and any other Required Software, which may store homeowner and guest information, reservation and booking information, and other data. No contractual limitation exists on our right to access the information. We may require you to upgrade or update your Required Software. No contractual limitation exists on the frequency or cost of this obligation.

Internet

You must have and maintain adequate hardware and software in order to access the Internet at the bit speed that is effective to operate business in your market. We have established an Internet website that provides information about the System and the products and services offered by the Casago System. We have sole discretion and control over the website (including timing, design, contents and continuation). We will create interior pages on our website(s) that contain information about your Casago Business and other Casago Businesses. While we will prepare the page for your Casago Business you may be required to provide the content, images, and information necessary to do so. (Section 12.3 of the Franchise Agreement).

You are currently permitted to establish websites and social media accounts designated by us (which may include Facebook, Instagram, and other platforms that we specify in the Operations Manual) in connection with your Casago Business (collectively, "Permitted Webpages"). Your Permitted Webpages and all content on your Permitted Webpages must comply with our brand standards and should only contain content relevant to our mission and otherwise support our brand, image and methodologies. We reserve the right to demand that you remove any Permitted Webpages or posts on Permitted Webpages, to delete links on your Permitted Webpage(s) from our website, and/or to revoke your right to continue using such Permitted Webpage(s), if we determine in our sole discretion that any content on a Permitted

Webpage is detrimental to our brand and image. (Section 12.3 of the Franchise Agreement). We may require you to include links to our websites, reservations system or other systems owned by us and to use such systems for certain functions.

We must be made aware of any separate website, splash page, profile or other presence on the Internet you maintain or otherwise use for advertising on the Internet or any other public computer network in connection with the Franchisor's Brand, System, or Casago Business. (Section 12.3 of the Franchise Agreement).

We have the right to modify our policies regarding both our and your use of Internet websites as we deem necessary or appropriate for the best interests of the System. (Franchise Agreement, Section 12.3). You acknowledge that we and/or our affiliates are the lawful, rightful, and sole owner of the Internet domain name www.casago.com, as well as any other Internet domain names registered by us and our affiliates, and you unconditionally disclaim any ownership interest in such domain names and any similar Internet domain names. You agree not to register any Internet domain name in any class or category that contains words used in or similar to any brand name owned by us or our affiliates or any abbreviation, acronym, phonetic variation, or visual variation of those words without our prior written approval (Section 12.3 of the Franchise Agreement).

ITEM 12 **TERRITORY**

Protected Territory

We will determine and grant you a protected Territory (the "Territory") wherein you must operate your Casago Business. We will identify your Territory on the Data Sheet attached to your Franchise Agreement. We will determine the size and boundaries of your Territory based on the amount of rental inventory in the area and the size of area that you will be able to service efficiently and effectively. We will define the boundaries of the Territory using geographic boundaries, grid coordinates, zip codes, or such other specifications as we deem appropriate.

The size of your Territory may vary from other System franchisees based on the factors set forth above. We do not have a standard or minimum area that we grant to all System franchisees as a Territory. If you purchase a Vacasa Market, as further described in Item 1 above, your Territory will take into account the Vacasa Market.

The amount of rental inventory in your area may fluctuate over time. We are under no obligation to modify your Territory in the event that the amount of rental inventory in your Territory changes over the Term of your Franchise Agreement.

You may market and advertise for homeowner acquisition to property owners whose property is solely within your Territory for the purpose of increasing or improving your rental portfolio. Additionally, if you obtain our prior consent, you may accept property management contracts that are within a reasonable proximity of your Territory, so long as the property is not located within another Casago franchisee's territory. If you are contacted by a potential customer that owns a residence in the territory of another Casago franchisee, you must refer the customer to that franchisee, ~~and if that franchisee declines the customer in writing, you may provide services to the customer with our written permission only.~~

With our express written consent, you may provide services using the System and Proprietary Marks at locations outside your Territory that are not within the Territory of any other System franchisee. However, once a territory is sold to another System franchisee, you must immediately cease providing services in such territory using the System and Proprietary Marks. While you may provide services outside of your Territory under the above terms, you may not market your services to homeowners outside of your Territory.

Except as otherwise provided in the Franchise Agreement and this Disclosure Document, for so long as you comply with the terms and conditions hereof, we will not establish and operate, nor license any party other than you to establish and operate, any Casago Business under the System and the Proprietary Marks within the Territory.

The Franchise Agreement does not grant you any franchisee options, rights of first refusal, or similar rights to acquire additional franchises unless otherwise agreed upon.

If you breach your Franchise Agreement or otherwise fail to comply with your obligations to us, we have the right, among other things, to reduce the size of your Territory. ~~We may also~~

The Franchise Agreement will include targets for periodic growth of revenue of your Casago Business and the number of properties managed by your Casago Business. These targets will be established based on the growth potential for your market, the size of your current operations, and your goals and capacity for growth. The minimum growth targets will be set forth in the Data Sheet to the Franchise Agreement. If you fail to achieve your minimum growth targets for two consecutive quarters, or more than three total quarters during the term of the Franchise Agreement, we may require additional marketing spend, reduce the size of your Territory, ~~if you fail to meet the minimum growth targets that we establish for your Franchised Business, or terminate the Franchise Agreement.~~

You will not receive an exclusive territory. You may face competition from us either ourselves or other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Reservation of Rights under the Franchise Agreement

The rights granted under the Franchise Agreement do not include any right to: (i) offer any product or service via e-commerce (other than short term rental activity and other Approved Product and Services provided in accordance with the Operations Manual); (ii) establish a URL incorporating the Proprietary Marks or any variation of the Proprietary Marks without our express permission; (iii) sell merchandise via wholesale; or (iv) otherwise distribute, market, or implement our products and services in any channel of distribution not specifically identified in the Franchise Agreement without our prior written consent.

Under the Franchise Agreement, we and our affiliates have the right, in our sole discretion, to: (i) own and operate, and license others the right to own and operate, property management businesses under different marks anywhere within or outside of your Territory (including marks that are used in combination with the Proprietary Marks as an affiliation or endorsement identifier); (ii) own and operate Casago Businesses anywhere outside of your Territory under the same or different marks, or to license others the right to own and operate Casago Businesses anywhere outside your Territory under the same or different marks; (iii) except as expressly prohibited in the Franchise Agreement, use the Proprietary Marks and System in connection with services and products, promotional and marketing efforts or related

items, or in alternative channels of distribution, without regard to location; (iv) operate and license others the right to operate businesses, within and outside of the Territory under the Proprietary Marks, offering products and services that don't compete with products and services of Casago Businesses, (v) require you to use our or our affiliates' websites and systems for direct booking of reservations and other guest services; ~~(vi)~~ post and maintain listings for properties located within and outside of the Territory on our and our affiliates' booking websites and systems under different marks, even if such marks are used in combination with the Proprietary Marks as an affiliation or endorsement identifier; (vii) exclusively operate and license others the right to own and operate Casago Businesses under the Proprietary Marks and System to service non-traditional sites within your Territory including, but not limited to, hotels, commercial buildings, and other multi-unit sites; and ~~(viii)~~ engage and license others to engage in any other activities not expressly prohibited in the Franchise Agreement.

Certain of our or our affiliate's products or services, whether now existing or developed in the future, may be distributed in your Territory by us, our affiliates, or our franchisees, licensees, or designees, in such manner and through such alternate channels of distribution as we, in our sole discretion, shall determine. The Franchise Agreement grants you no rights to: (i) distribute such products in alternate channels of distribution; or (ii) share in any of the proceeds received from such activities.

Multi-Market Accounts

We have the exclusive right to negotiate and enter into agreements or approve forms of agreements to provide services to any Multi-Market Accounts, which, as discussed in Item 1 above, are any business which owns, manages, controls, or otherwise has responsibility for buildings or common services in more than one geographic location and/or whose presence is not confined within any one franchisee's designated territory. After we sign a contract with a Multi-Market Account, we may, at our option, provide you the opportunity to perform the services under the Multi-Market Account contract. If we choose, or if you choose not to provide services to the Multi-Market Account, we may, without compensation to you, provide the services directly ourselves or authorize an affiliate, another franchisee or third-party to do so even if the job site is within your Territory.

Location and Relocation of Business

You must have a home office or leased premises located within your Territory or within a 30-minute drive from your Territory. If you decide to relocate your office or premises, you must notify us of your new location.

ITEM 13 **TRADEMARKS**

We grant you the right to operate the Casago Business under the proprietary word mark "Casago," and such other trademarks as described more fully in the table below (collective, the "Proprietary Marks"). The term "trademark" includes service marks, trade names, slogans, insignia, logos, labels, and trade dress. The following Proprietary Marks are currently registered with the United States Patent and Trademark Office ("USPTO").

MARK	REGISTRATION NO.	REGISTRATION DATE	REGISTER
CASAGO®	5834594	August 13, 2019	Principal

OWNER-CENTRIC®	90799535	December 20, 2022	Supplemental

We shall file all necessary affidavits and other documents with the USPTO to maintain federal registration for the Marks described above. There are currently no effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, no pending interference, opposition, or cancellation proceedings; nor any pending material litigation involving the Proprietary Marks.

You must promptly notify us of any suspected unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to our ownership of, our right to use and to license others to use, or your right to use, the Proprietary Marks. We have the sole right, though not the obligation, to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including the right to settle the proceedings or litigation, and to affirmatively prosecute actions against third parties for infringement or threatened infringement of the Proprietary Marks.

We also have the right, though not the obligation, to defend you against any third-party claim, suit, or demand arising solely out of your use of the Proprietary Marks in a manner expressly authorized by us. If we, in our sole discretion, determine that you have used the Proprietary Marks in accordance with the Franchise Agreement and the Operations Manual, we will pay the cost of defending the action, including the cost of any judgment or settlement. If we, in our sole discretion, determine that you have not used the Proprietary Marks in accordance with the Franchise Agreement and the Operations Manual, you will be required to pay for the defense or to reimburse us for costs we incurred in providing the defense, including the cost of any judgment or settlement. In the event of any litigation relating to your use of the Proprietary Marks, you are required to sign all documents and assist us, as we deem necessary, to carry out the defense or prosecution including, without limitation, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of your use of the Proprietary Marks in a manner not in accordance with the terms of the Franchise Agreement, we will reimburse you for your out-of-pocket costs in performing such acts.

We are not aware of any superior prior rights or infringing uses that could materially affect your use of the Proprietary Marks in any state. However, before entering into the Franchise Agreement, you should make every effort to ascertain that there are no existing uses of the Proprietary Marks or confusingly similar marks being used in the market area where you wish to do business. You should immediately notify us of any confusingly similar marks you discover.

You cannot register any of the Proprietary Marks now or hereafter owned by us or any abbreviation, acronym or variation of the Proprietary Marks, or any other name that could be deemed confusingly similar, such as Internet domain names. Except as otherwise expressly agreed, we retain the sole right to advertise the System on the Internet and to create, operate, maintain, and modify, or discontinue using of a website using the Proprietary Marks.

You may use only the Proprietary Marks that we designate and may use them only in the manner we authorize and permit, including as may be set forth in the Operations Manual and any brand guidelines we may issue from time to time. Any goodwill associated with Proprietary Marks, including any goodwill which might be deemed to have arisen through your activities, inures directly and exclusively to our benefit. You may use the Proprietary Marks only for the operation of the Casago Business and only at the Casago Business or in advertising for the Casago Business. You must use all Proprietary Marks without prefix or suffix and in conjunction with the symbols “SM,” “TM,” “S” or “R,” as applicable. You may

not use the Proprietary Marks in connection with the offer or sale of any services or products which we have not authorized for use in connection with the System. You may not use the Proprietary Marks as part of your corporate or other legal name. You must use your corporate or limited liability company name either alone or followed by the initials “D/B/A” and the business name “Casago.” You must promptly register at the office of the county in which your Casago Business is located, or such other public office as provided for by the laws of the state in which your Casago Business is located, as doing business under your assumed business name.

All of your advertising must prominently display the Proprietary Marks and must comply with our standards for using the Proprietary Marks. You may use the Proprietary Marks including, without limitation, trade dress, color combinations, designs, symbols, and slogans, only in the manner and to the extent specifically permitted by the Franchise Agreement or by our prior written consent. You must identify yourself as the owner of the Casago Business (in the manner we prescribe) in conjunction with any use of the Proprietary Marks including, without limitation, on invoices, order forms, receipts, and business stationery, as well as at such conspicuous locations as we may designate in writing.

We reserve the right to substitute different Proprietary Marks for use in identifying the System and the businesses operating thereunder. You must discontinue using all Proprietary Marks which we have notified you, in writing, have been modified or discontinued within ten (10) days of receiving written notice and must promptly begin using such additional, modified or substituted Proprietary Marks at your expense.

ITEM 14 **PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

We do not own any registered patents or copyrights that are material to the franchise, however, we claim common law copyright and trade secret protection for several aspects of the System including our Operations Manual, advertising, and business materials.

There are no current determinations, proceedings or litigation involving any of our copyrighted materials. Should you become aware that any unauthorized third party is using any of our copyrighted materials, we request that you notify us of this unauthorized use. We may revise any of our copyrighted materials in our discretion and may require that you cease using any outdated copyrighted material. You will be responsible for printing any revised or new advertising, marketing, or other business materials.

During the term of the Franchise Agreement, you will receive information which we consider to be our trade secrets and confidential information, including but not limited to information regarding the set-up of a Casago Business; information about proprietary merchandise and services; any proprietary software we may now or in the future create; our Operations Manual (defined in Section 6.1); trade secrets; price marketing mixes related to the sale of goods or services offered or authorized for sale by System franchisees; standards and specifications for customer service; systems and training manuals; compensation systems; marketing strategies; online social marketing systems; merchandise sales systems; sales training; location identification and acquisition; ongoing training; recruitment, training and management of teams; general operations; our copyrighted materials; and methods and other techniques and know-how concerning the operation of the Casago Business which may be communicated to you or of which you may be apprised by virtue of your operation of a Casago Business (collectively, the “Confidential Information”). You shall not, during the term of the Franchise Agreement or after, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any Confidential Information except to your employees that must have access

to it to operate the Casago Business and who have agreed to keep the Confidential Information confidential. Certain additional information, including (i) current customer and prospective customer names and addresses, (ii) customer service purchasing histories, and (ii) rates charged to customers, also constitute our trade secrets and Confidential Information. Any and all information, knowledge, know-how, techniques, and other data, which we designate as confidential will be deemed Confidential Information for purposes of the Franchise Agreement. We have expended considerable time, effort, and money to develop the System, and the Confidential Information is not well known outside of the System. The Confidential Information is of great value to us, and we are implementing this non-disclosure policy in an effort to protect our trade secrets and Confidential Information.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL
OPERATION OF THE FRANCHISE BUSINESS

You must appoint, subject to our approval, an individual to oversee and be responsible for and personally supervise the day-to-day operation of the Franchised Business (the “Designated Manager”). Your Designated Manager must devote full-time attention and best efforts to the management and operation of the Casago Business. If you are an individual, you may serve as the Designated Manager.

We must be informed of any newly appointed Designated Manager and your Designated Manager must successfully complete our Initial Training Program before assuming any managerial responsibility. Your Casago Business must be staffed by you and/or your Designated Manager at all times. You shall keep us informed at all times of the identity of any employee acting as a Designated Manager of a Casago Business. Designated Managers shall devote their full time and best efforts to the day-to-day operation and management of the Casago Business and shall not engage in competing activity while employed by you.

It is important to note that we are not your employer and that you will have the right to control all decisions related to recruiting, hiring, or firing any personnel at your Casago Business. Please note that nothing in this Disclosure Document or any agreement you enter with us will create any type of employer or joint employer relationship between us and you and/or your personnel.

We require that certain of your employees, contractor and other individuals associated with your Casago Business sign a confidentiality agreement. We may also require, depending on the circumstances, that certain persons sign a non-competition agreement. Our current form of Confidentiality Agreement and our current form of Restrictive Covenants Agreement are attached as exhibits to the Franchise Agreement. You should consult with an attorney regarding the enforceability of any such clauses with your employees, shareholders, managers, officers and/or directors.

If the franchisee is an entity, we may, as a condition to entering into a Franchise Agreement, require some or all of the franchisee’s direct and indirect owners to guaranty the obligations of the franchisee under the Franchise Agreement by executing the form of guaranty attached as an exhibit to the Franchise Agreement. We generally do not require spouses of such owners to sign a guaranty or spousal consent unless we determine that it is a necessary condition in order to secure certain jointly held or marital assets under the guaranty.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer for sale and sell only those services and products we designate, unless we agree otherwise, and you must sell all services and products we designate. We have the right to change the types of designated services and products, and there are no limits on our right to do so.

If we discontinue any Approved Product or Service offered by the Casago Business, then you must cease offering or selling such product/service within a reasonable time, unless such product/service represents a health or safety hazard (in which case you must immediately comply upon receipt of notice from us).

You may not perform work on Multi-Market Accounts except as permitted in the Franchise Agreement (see Items 1 and 12 for more detail regarding Multi-Market Accounts).

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[Item 17 Begins on Following Page]

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the agreements attached to this disclosure document.

	Provision	Section in Franchise Agreement	Summary
a.	Term of franchise	2.1	Term of ten (10) years, beginning on the date we sign your Franchise Agreement.
b.	Renewal or extension of the term	2.2	You have the right to renew for successive ten (10) year terms, subject to meeting certain conditions.
c.	Requirements for you to renew or extend	2.2	In order to renew, you must: (a) notify us of your intent to renew at least ninety (90) days but no more than one hundred and eighty (180) days, prior to expiration of the current term; (b) not be in breach of any agreements with us, our affiliates, or our major suppliers and vendors; (c) satisfy all monetary obligations to us, our affiliates, and our major suppliers and vendors; (d) sign our then-current form of Franchise Agreement, which may contain materially different terms than your Franchise Agreement; (e) satisfy our then-current training requirements for renewal franchisees; and (f) sign a general release.
d.	Termination by you	No Provision	Not Applicable
e.	Termination by us without cause	No Provision	Not Applicable
f.	Termination by us with cause	15	We may terminate your Franchise Agreement with cause.
g.	Cause defined - default which can be cured	15.3 and 15.4	We may terminate your Franchise Agreement following a fifteen (15) day cure period if you: (a) fail to pay sums owed to us, our affiliates, or our major vendors and suppliers; (b) under-report Gross Rental Revenues, Royalty or any advertising payments or fail to submit payments for any two (2) reporting periods in a twelve (12) month period; (c) fail to immediately endorse and deliver to us any payments due to us from a third party that are erroneously remitted to you; (d) fail to maintain sufficient levels of inventory if applicable; (e) fail to open your Casago Business within four (4) months of the date we sign your Franchise Agreement; (f) fail to personally or have a Designated Manager(s) supervise the day-to-day operation of the Casago

	Provision	Section in Franchise Agreement	Summary
			Business; (g) fail to maintain the strict quality controls or comply with brand standards; (h) conduct yourself in a manner that reflects adversely on the System, the Proprietary Marks, or the services or products offered through the System; and (i) fail to procure or maintain any licenses, certifications, or permits necessary for the operation of your Casago Business. We may terminate your agreement following a thirty (30) day cure period if you fail to perform or comply with any one or more of the other terms or conditions of your Franchise Agreement or any ancillary agreements between you and us or our affiliates.
h.	Cause defined - default which cannot be cured	15.1 and 15.2	Your Franchise Agreement will automatically terminate if: (a) you make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent, file or acquiesce in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consent to or acquiesce in the appointment of a trustee or receiver for you or the Casago Business; or (b) proceedings are commenced to have you adjudicated bankrupt or to seek your reorganization under any state or federal bankruptcy or insolvency law, and the proceedings are not dismissed within sixty (60) days, or a trustee or receiver is appointed for you or the Casago Business without your consent, and the appointment is not vacated within sixty (60) days. We may terminate your Franchise Agreement upon notice but without providing you with an opportunity to cure if: (a) you or your principals are convicted of or plead guilty or no contest to a felony or take part in any criminal misconduct relevant to the operation of your Casago Business; (b) you or your principals commit any fraud or misrepresentation in the operation of your Casago Business; (c) you or your principals make any misrepresentation or omission in connection with your franchise application; (d) you fail to successfully complete initial training; (e) we send you two (2) or more written notices to cure pursuant to Sections 15.3 or 15.4 of your Franchise Agreement in any twelve (12) month period; (f) you or your principals or affiliates breach any other

	Provision	Section in Franchise Agreement	Summary
			agreement with us or any of our affiliates, or threaten any breach of any agreement, and fail to cure the breach within any permitted period for cure; (g) you or your principals materially violate any provision of the Franchise Agreement relating to Proprietary Marks or Confidential Information or misuse the Proprietary Marks or Confidential Information; (h) you violate any health, safety or sanitation law, ordinance or regulation, or operate the Casago Business in a manner that presents a health or safety hazard to customers, or the general public; (i) you violate the in-term restrictive covenant in your Franchise Agreement; (j) a levy of writ of attachment or execution or any other lien is placed against you or your principals or any of their assets which is not released or bonded against within thirty (30) days; (k) you or your principals become insolvent; (l) you abandon the Casago Business; (m) you offer any unauthorized and unapproved products or services from the Casago Business; (n) you use a supplier, other than a Required Supplier, for any Required Products or Services; (o) you misuse or make unauthorized use of our Proprietary Software Program; (p) you fail to maintain insurance or otherwise adhere to our insurance requirements; (q) you fail, within fifteen (15) days after notification of non-compliance by federal, state or local government authorities to comply with any law or regulation applicable to the Casago Business; (r) any government action is taken against you that results in any obligation upon us which in our sole judgment is uneconomical, not in our best interests, or would result in us having an unintended relationship or obligation; (s) you fail to comply with the anti-terrorist provision of your Franchise Agreement; (t) you take for your own personal use any assets or property of the Casago Business, including employee taxes, FICA, insurance or benefits; (u) there are insufficient funds in your bank account to cover a check or EFT payment to us two (2) or more times within any twelve (12) month period; (v) you fail to meet the minimum growth targets for two consecutive quarters or more than three total quarters during the term of the franchise agreement; or (w) or you attempt to make an unauthorized sale or transfer

	Provision	Section in Franchise Agreement	Summary
			of you or any interest in the Casago Business.
i.	Your obligations on termination/ non-renewal	15.7, 16.1 and 16.2	Upon termination, non-renewal, or transfer, you must, at your own cost and expense: (a) cease immediately all operations under the Franchise Agreement; (b) pay us immediately all unpaid fees and pay us, our affiliates, and our major suppliers and vendors, all other monies owed; (c) discontinue immediately the use of the Proprietary Marks; (d) immediately return the Operations Manual, along with all other manuals and Confidential Information we loaned to you, and immediately and permanently cease use of the Confidential Information; (e) immediately cease using all telephone numbers, email accounts, websites, and listings used in connection with the operation of the Casago Business and direct the applicable company to transfer all such numbers, accounts and listings to us or our designee or, if we direct, disconnect the numbers; (f) promptly surrender all stationery, printed matter, signs, advertising materials and other items containing the Proprietary Marks, and all items which are a part of the trade dress of the System, as we direct; (g) cease to hold yourself out as our franchisee; (h) take the necessary actions required to amend or cancel any assumed name, business name or equivalent registration which contains any trade name or other Proprietary Mark we licensed to you, and provide us with evidence of this within thirty (30) days after the termination, expiration or transfer of your Franchise Agreement; (i) permit us to make final inspection of your financial records, books, and other accounting records within six (6) months of the effective date of termination, expiration, or transfer; (j) comply with the post-termination covenants set forth in Section 17 of your Franchise Agreement; (k) cease to use in advertising or in any other manner, any methods, procedures or techniques associated with us or the System; (l) transfer all rights and access to any Proprietary Software Program used in connection with the Casago Business; and (m) sign from time to time any necessary papers, documents, and assurances to effectuate any of the obligations listed in Section 16 of the Franchise Agreement. You must also pay us a termination fee equal to the amount of Royalties and other fees we would have

	Provision	Section in Franchise Agreement	Summary
			been entitled to for the remainder of the ten year term of the Franchise Agreement (assuming you had met your Gross Rental Revenue Minimum Growth Targets). You appoint us as your attorney-in-fact to execute in your name and on your behalf, all documents necessary to discontinue your use of the Proprietary Marks and the Confidential Information.
j.	Assignment of contract by us	14.6	We have the right to sell, transfer, assign and/or encumber all or any part of our assets and our interest in, and rights and obligations under, the Franchise Agreement in our sole discretion.
k.	“Transfer” by you - definition	14.3	A “transfer” means any sale, transfer, assignment or encumbrance of the Casago Business or the Franchise Agreement. A transfer includes (a) any sale or transfer of all or substantially all of the assets of the Casago Business; (b) any assignment, sale, pledge, or transfer of a direct or indirect controlling equity interest in the franchisee; (c) any merger, consolidation, issuance of equity, reorganization or similar transaction that results in a direct or indirect change in control of the franchisee; or (d) any other transaction that results in a change in the beneficial or record ownership of more than fifty percent (50%) of the voting securities of the franchisee.
l.	Our approval of transfer by franchisee	14.1	You shall not sell, transfer, assign or encumber your interest in the Casago Business or the Franchise Agreement without our prior written consent. Any sale, transfer, assignment or encumbrance made without our prior written consent will be voidable at our option and will subject your Franchise Agreement to termination.
m.	Conditions for our approval of transfer	14.3.1	We may condition our approval of a transfer on the following occurrences: (a) all of your monetary obligations to us, our affiliates, and our major suppliers and vendors are satisfied; (b) you have cured all existing defaults under the Franchise Agreement or any other agreement with us, our affiliates, and our major suppliers and vendors; (c) you and your principals, and the transferee, have executed a general release; (d) you or the transferee have provided us with the executed purchase agreement relating to the proposed transfer, along with all supporting documents and schedules; (e) the transferee has demonstrated that the transferee meets

	Provision	Section in Franchise Agreement	Summary
			our educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to conduct the business to be transferred; has adequate financial resources and capital to meet the performance obligations under the Franchise Agreement; (f) the transferee executes our then-current form of Franchise Agreement for the unexpired term of your Franchise Agreement; (g) the transferee satisfactorily completes our Initial Training Program; (h) you complying will the post-termination provisions of your Franchise Agreement; (i) the transferee obtains all permits and licenses required for the operation of the Casago Business; (j) to the extent required, the lessors or other parties must have consented to the proposed transfer; (k) the transfer must be made in compliance with any laws that apply to the transfer, including state and federal laws governing the offer and sale of franchises; (l) the purchase price and terms of the proposed transfer are not so burdensome to the prospective transferee as to impair or materially threaten its future operation of the Casago Business and the transferee's performance under its Franchise Agreement; (m) you must request that we provide the prospective transferee with our current form of franchise disclosure document; (n) our approval of the transfer shall not constitute a waiver of any claims we may have against you; (o) we may disclose to any prospective transferee such revenue reports and other financial information concerning you and your Casago Business; (p) in any event, we may withhold or condition our consent to any transfer as we deem appropriate based on the circumstances of the transfer or otherwise; and (q) you are responsible for the payment of all commissions or other monies due from the sale of the Casago Business if, (1) you listed the Casago Business with a broker, or (2) the transferee is referred to us by a broker lead referral network or otherwise. You must also pay us a transfer fee equal to 50% of the then-current Initial Franchise Fee.
n.	Our right of first refusal to acquire your business	None.	
o.	Our option to purchase	16.3	Upon termination or expiration of your Franchise

	Provision	Section in Franchise Agreement	Summary
	your business		Agreement, we have the option, but not the obligation, to purchase some or all of the assets used in connection with operation of your Casago Business by providing you written notice within sixty (60) days after such termination or expiration and paying you ~~the book value~~ <u>a purchase price (based on fair market value reasonably determined by us and other methodology)</u> for such assets within sixty (60) days of the notice.
p.	Your death or disability	14.2	In the event of your death, disability, or incapacitation, your legal representative must transfer your interest in the Franchise Agreement to a third party that we must approve, in our sole discretion. That transfer must be completed within a reasonable time, not to exceed six (6) months from the date of death or disability, and is subject to all of the terms and conditions in Section 14 of the Franchise Agreement. If a certified Designated Manager is not managing the Casago Business, your legal representative must appoint a manager that we approve no later than thirty (30) days from the date of death or disability. The newly appointed manager must complete our standard Initial Training Program at your expense. If we determine that the Casago Business is not being managed properly any time after your death or disability, we may, but have no obligation to, assume the Casago Business's management (or appoint a third party to assume its management). We may charge you (in addition to the Royalty, System Marketing Fund Contributions, and other amounts due under the Franchise Agreement) a reasonable amount of compensation, plus our (or the third party's) direct out-of-pocket costs and expenses if we (or a third party) assume the Casago Business's management.
r.	Non-competition covenants during the term of the franchise	17.1	You may not, without our consent: (a) own, maintain, engage in, be employed by, lend money to, extend credit to or have any interest in any business providing property rental or management services, or any other business offering products and services offered or authorized for sale by System franchisees (a "Competing Business"), or any business that grants franchises or licenses to operate a Competing Business, other than any other Casago Business; or (b) divert or attempt to divert any business or customer or prospect of the Casago Business to any

	Provision	Section in Franchise Agreement	Summary
			Competing Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks or the System.
s.	Non-competition covenants after the Franchise Agreement is terminated or expires	17.2	For a period of two (2) years after the expiration and nonrenewal, transfer or termination of your Franchise Agreement, you may not own, maintain, engage in, be employed by, lend money to, extend credit to or have any interest in any business that grants franchises or licenses to operate a Competing Business. For a period of two (2) years after the expiration and nonrenewal, transfer or termination of your Franchise Agreement, regardless of the cause, you may not interfere with our business relationships or with anyone or any entity with which we have a business relationship.
t.	Modification of the Franchise Agreement	22.1	The Franchise Agreement may not be modified except by a written document signed by both parties.
u.	Integration/ merger clauses	22.1	The Franchise Agreement constitutes the entire agreement by the parties. Nothing in the Franchise Agreement is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.
v.	Dispute resolution by arbitration or mediation	18.2 and 18.3	You must attempt in good faith to resolve all disputes with us prior to bringing a claim before a third party. After exhausting this internal dispute resolution procedure, at our option, all claims or disputes between you and us must be submitted first to binding arbitration in the city where Franchisor's headquarters is located in accordance with the American Arbitration Association's Commercial Arbitration Rules then in effect (subject to state law). We are not required to submit a controversy, dispute, or claim to arbitration if such controversy, dispute, or claim concerns (a) past-due amounts owed to Franchisor or (b) an allegation that Franchisee has committed (i) violations of certain intellectual property or confidentiality obligations or (ii) violations of restrictive covenants.
w.	Choice of forum	18.3 and 18.11	All claims must be arbitrated in ~~Scottsdale~~ <u>Portland</u> , ~~AZ~~ <u>OR</u> or the city where Franchisor's headquarters is then-located. For any

	Provision	Section in Franchise Agreement	Summary
			claims not subject to arbitration, you agree to a court of general jurisdiction in ~~Scottsdale~~ Portland, AZ or the city where Franchisor's headquarters is then-located or, if appropriate, the United States District Court where Franchisor's headquarters is then-located (subject to state law).
x.	Choice of law	18.1	The Franchise Agreement is governed by the laws of the State of Delaware (subject to state law).

ITEM 18 **PUBLIC FIGURES**

We do not currently use any public figure to promote our franchise, but we reserve the right to do so in the future.

ITEM 19 **FINANCIAL PERFORMANCE REPRESENTATION**

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.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting ~~Steve Schwab, 15475 N Greenway Hayden Road, Suite B2, Scottsdale, AZ 85260~~[Joseph Riley, 850 NW 13th Avenue, Portland, OR 97209](#), (877) 525-0999, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 **OUTLETS AND FRANCHISEE INFORMATION**

Table No. 1
System-wide Outlet Summary
For Years ~~2022~~[2023](#) to ~~2024~~[2025](#)

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
~~Franchised~~	~~2022~~	~~2~~	~~13~~	~~+11~~

<u>Franchised*</u>	2023	13	~~29~~ 30	~~+16~~ +17
	2024	~~29~~ 30	~~36~~ 37	+7
	<u>2025</u>	<u>37</u>	<u>125</u>	<u>+88</u>
Company-Owned or Affiliate-Owned**	~~2022~~	~~6~~	~~6~~	~~0~~
	2023	6	6	0
	2024	6	6	0
	<u>2025</u>	<u>6</u>	<u>4</u>	<u>-2</u>
Total Outlets***	~~2022~~		~~19~~	~~+11~~
	~~2023~~	~~8~~	~~35~~	~~+16~~
		19	36	+17
	2024	~~35~~ 36	~~42~~ 43	+7
	<u>2025</u>	<u>43</u>	<u>129</u>	<u>+86</u>

* Certain outlets included in this Item 20 and the related exhibits operate under license arrangements rather than franchise agreements.

** Company-owned outlets include those outlets ~~owned~~ controlled, directly or indirectly, by us or one of our affiliates, or by any person required to be identified in Item 2 of this Franchise Disclosure Document.

*** Totals and tables do not include outlets operated outside of the US. As of the date of this disclosure document, there are five foreign franchised outlets and ~~six~~ seven foreign affiliate-owned outlets.

Table No. 2
Transfers of Outlets from Franchisees to New Owners
(other than the Franchisor)
For Years ~~2022~~2023 to ~~2024~~2025

State	Year	Number of Transfers
California	~~2022~~ 2023	~~0~~ <u>1</u>
	<u>2024</u>	<u>0</u>
	<u>2025</u>	<u>0</u>
<u>Florida</u>	2023	~~1~~ <u>0</u>
	2024	0
	<u>2025</u>	<u>1</u>
Total	~~2022~~ 2023	~~0~~ <u>1</u>
	2024	0
	<u>2025</u>	<u>1</u>

Table No. 3
Status of Franchised Outlets
For Years ~~2022~~2023 to ~~2024~~2025

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
~~AL~~	~~2022~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
<u>AL</u>	2023	0	1	0	0	0	0	1
	2024	1	1	1	0	0	0	1
	<u>2025</u>	<u>1</u>	<u>4</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>
~~AZ~~	~~2022~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
<u>AZ</u>	2023	0	1	0	0	0	0	1
	2024	1	0	1	0	0	0	0
	<u>2025</u>	<u>0</u>	<u>7</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>7</u>
~~CA~~	~~2022~~	~~0~~	~~3~~	~~0~~	~~0~~	~~0~~	~~0~~	~~3~~
<u>CA</u>	2023	3	~~2~~ <u>3</u>	0	0	0	0	~~5~~ <u>6</u>
	2024	~~5~~ <u>6</u>	0	0	0	0	0	~~5~~ <u>6</u>

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
	<u>2025</u>	<u>6</u>	<u>13</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>16</u>
~~CO~~	~~2022~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
<u>CO</u>	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
~~FL~~	~~2022~~ <u>2025</u>	1	1	~~0~~ <u>1</u>	0	0	0	~~2~~ <u>1</u>
<u>DE</u>	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2024</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2025</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
<u>FL</u>	2023	2	1	0	0	0	0	3
	2024	3	3	0	0	0	0	6
	<u>2025</u>	<u>6</u>	<u>19</u>	<u>0</u>	<u>0</u>	<u>2</u> ¹	<u>0</u>	<u>23</u>
<u>GA</u>	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2024</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2025</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
~~HI~~	~~2022~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
<u>HI</u>	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	<u>2025</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
ID	~~2022~~ <u>2023</u>	~~1~~ <u>2</u>	~~1~~ <u>2</u>	0	0	0	0	~~2~~ <u>4</u>
	<u>2024</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>
	<u>2025</u>	<u>4</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>7</u>
<u>MA</u>	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2024</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2025</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>

¹ During fiscal year 2025, a Florida outlet was reacquired by the franchisor and later resold to a new franchisee. As a result, that outlet is included in this table in both the "Reacquired by Franchisor" and "Opened" columns

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
<u>MD</u>	2023	~~20~~	~~20~~	0	0	0	0	~~40~~
	<u>2024</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2025</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
<u>MI</u>	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2024	~~40~~	0	0	0	0	0	~~40~~
	<u>2025</u>	<u>0</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>
~~MN~~	~~2022~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
<u>MN</u>	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	<u>2025</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
~~MO~~	~~2022~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
<u>MO</u>	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	<u>2025</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
MT	~~2022~~	~~0~~ <u>1</u>	~~4~~ <u>0</u>	0	0	0	0	1
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>NC</u>	2023	~~40~~	0	0	0	0	0	~~40~~
	2024	~~40~~	0	0	0	0	0	~~40~~
	<u>2025</u>	<u>0</u>	<u>8</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>8</u>
<u>NM</u>	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2024</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2025</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
~~NV~~	~~2022~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
<u>NV</u>	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
	<u>2025</u>	<u>1</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
~~OR~~	~~2022~~	~~0~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
<u>OR</u>	2023	1	1	0	0	0	0	2
	2024	2	1	0	0	0	0	3
	<u>2025</u>	<u>3</u>	<u>11</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>12</u>
~~SC~~	~~2022~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
<u>SC</u>	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	<u>2025</u>	<u>1</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
<u>TN</u>	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2024</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2025</u>	<u>0</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>
~~TX~~	~~2022~~	~~0~~	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~
<u>TX</u>	2023	2	3	0	0	0	0	5
	2024	5	2	0	0	0	0	7
	<u>2025</u>	<u>7</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>10</u>
~~UT~~	~~2022~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
<u>UT</u>	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	<u>2025</u>	<u>1</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
VA	~~2022~~ <u>2023</u>	~~0~~ <u>1</u>	~~1~~ <u>0</u>	0	0	0	0	1
	<u>2024</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2025</u>	<u>2</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>2</u>
<u>WI</u>	2023	~~1~~ <u>0</u>	0	0	0	0	0	~~1~~ <u>0</u>
	2024	~~1~~ <u>0</u>	~~1~~ <u>0</u>	0	0	0	0	~~2~~ <u>0</u>
	<u>2025</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
<u>WY</u>	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
	<u>2024</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2025</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Totals	~~2022~~ <u>2023</u>	~~214~~	~~117~~	0	0	0	0	~~1330~~
	2023	13	~~1617~~	0	0	0	0	~~2930~~
	2024	~~2930~~	9	2	0	0	0	~~3637~~
	<u>2025</u>	<u>37</u>	<u>98</u>	<u>7</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>125</u>

Table No. 4
Status of Company-Owned and Affiliate-Owned Outlets
For Years ~~2022~~2023 to ~~2024~~2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Re-Acquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
~~AZ~~	~~2022~~	~~3~~	~~0~~	~~0~~	~~0~~	~~0~~	~~3~~
<u>AZ</u>	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3
	<u>2025</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>	<u>0</u>
CA	~~2022~~ <u>2023</u>	1	0	0	0	0	1
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2025</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>FL</u>	2023	~~1~~ <u>0</u>	0	0	0	0	~~1~~ <u>0</u>
	<u>2024</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2025</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>1</u> ²	<u>1</u>
<u>NC</u>	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2024	~~1~~ <u>0</u>	0	0	0	0	~~1~~ <u>0</u>
	<u>2025</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
UT	~~2022~~ <u>2023</u>	1	0	0	0	0	1
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2025</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>
<u>VA</u>	2023	~~1~~ <u>0</u>	0	0	0	0	~~1~~ <u>0</u>
	2024	~~1~~ <u>0</u>	0	0	0	0	~~1~~ <u>0</u>
~~WV~~	~~2022~~ <u>2025</u>	~~1~~ <u>0</u>	0	~~1~~ <u>0</u>	0	0	1

² During fiscal year 2025, a Florida outlet was reacquired from a franchisee and later resold to a new franchisee. As a result, that outlet is included in this table in both the "Reacquired from Franchisee" and "Sold to Franchisee" columns.

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Re-Acquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
<u>WV</u>	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	<u>2025</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Total	~~2022~~ 2023	~~6~~ 6	~~0~~ 0	~~0~~ 0	~~0~~ 0	~~0~~ 0	~~6~~ 6
	2024	6	0	0	0	0	6
	<u>2025</u>	<u>6</u>	<u>0</u>	<u>2</u>	<u>1</u>	<u>3</u>	<u>4</u>

Table No. 5
Projected Openings as of December 31, ~~2024~~2025

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
~~AL~~	0	5	0
AK	0	1	0
AR	0	13	0
CA	03	138	0
CO	013	14	0
~~DE~~	0	2	0
FL	0	152	0
~~GA~~	0	7	0
HI	0	45	0
ID	02	32	0
~~MA~~	0	3	0
~~MD~~	0	3	0
ME	02	46	0
~~MI~~	0	2	0
~~MO~~	0	2	0
MT	02	12	0
NC	0	71	0
NH	01	21	0
~~NM~~	0	3	0
NY	0	13	0
<u>SD</u>		1	
~~OR~~	0	8	0
~~SC~~	0	4	0
TN	0	52	0
TX	0	93	0
UT	0	53	0
<u>VA</u>			1
VT	03	3	0
WA	0	58	0
~~WI~~	0	2	0

WY	<u>01</u>	1	<u>0</u>
Total	<u>025</u>	<u>13569</u>	<u>01</u>

Our list of current franchisees is disclosed in Exhibit F, and our list of franchisees who have left the system is disclosed in Exhibit G as of December 21, ~~2024~~2025. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the System.

~~There is presently no~~As of the date of this Franchise Disclosure Document, we are not aware of any trademark specific franchisee organization associated with the System. During the last three ~~(3)~~ fiscal years, ~~no current~~we may have signed agreements with franchisees or former franchisees ~~have signed that contained~~ confidentiality clauses that would restrict ~~them from discussing with you their experiences as a franchisee in our franchise system's~~ ability to speak openly about their experience. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the Casago brand. You may wish to speak with current and former franchisees, but be aware that not all of those franchisees will be able to communicate with you.

ITEM 21 **FINANCIAL STATEMENTS**

Attached as Exhibit C are our audited consolidated financial statements as of December 31, 2025 and 2024 and ~~2023 and our audited financial statements as of~~for the years ended December 31, 2025, 2024 and 2023 and 2022. Also attached as Exhibit C are our unaudited financial statements for our current fiscal year as of ~~February 28~~January, 20252026. Our fiscal year-end is December 31.

ITEM 22 **CONTRACTS**

The following contracts, agreements and other relevant documents are attached as Exhibits to this Disclosure Document:

Exhibit D - Franchise Agreement

- Exhibit A -- Guaranty
- Exhibit B -- Conditional Assignment of Franchisee's Telephone Numbers, Facsimile Numbers, Domain Names and Email Accounts
- Exhibit C -- Confidentiality Agreement
- Exhibit D-1 -- Electronic Funds Withdrawal Authorization
- Exhibit D-2 -- Accounts Payable Information
- Exhibit E -- Restrictive Covenants Agreement
- Exhibit F -- Proprietary Marks
- Exhibit G -- Vacasa Market Addendum

Exhibit E – Sample Termination and Release Agreement

Exhibit K – Asset Purchase Agreement

- Exhibit D -- Transition Services Agreement
- Exhibit F -- Personal Guaranty
- Exhibit G -- Promissory Note

Exhibit H -- Security Agreement

Exhibit L – Nondisclosure Agreement

ITEM 23
RECEIPTS

Exhibit N of this Disclosure Document contains a detachable document, in duplicate, acknowledging receipt of this Disclosure Document by a prospective franchisee. You should sign both copies of the Receipts. You should retain one signed copy for your records and return the other signed copy to ~~Steve Schwab at Casago International LLC, 15475 N Greenway Hayden Road, Suite 2B, Scottsdale, AZ 85260~~ us electronically by the method we may designate.

EXHIBIT A
TO CASAGO INTERNATIONAL, LLC'S FRANCHISE DISCLOSURE DOCUMENT
LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws and for service of process. We may not yet be registered to sell franchises in any or all of these states.

<u>CALIFORNIA</u> California Department of Financial Protection and Innovation TOLL FREE 1-(866) 275-2677 <u>LA Office</u> 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 (213) 576-7500 <u>Sacramento Office</u> 2101 Arena Boulevard Sacramento, CA 95834 (866) 275-2677 <u>San Francisco Office</u> One Sansome St., Suite 600 San Francisco, CA 94104 (415) 972-8565	<u>CONNECTICUT</u> (state administrator) State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230 (agent for service of process) Banking Commissioner
<u>HAWAII</u> (state administrator) Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722 (agent for service of process) Commissioner of Securities State of Hawaii 335 Merchant Street Honolulu, Hawaii 96813 (808) 586-2722	<u>ILLINOIS</u> Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
<u>INDIANA</u> (state administrator) Indiana Secretary of State Securities Division, E-111 302 Washington Street Indianapolis, Indiana 46204 (317) 232-6681	<u>MARYLAND</u> (state administrator) Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360

(agent for service of process) Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 (317) 232-6531	(agent for service of process) Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
<u>MICHIGAN</u> (state administrator) Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 525 W. Ottawa Street G. Mennen Williams Building, 1 st Floor Lansing, Michigan 48933 (517) 373-7117 (agent for service of process) Corporations Division Bureau of Commercial Services Department of Labor and Economic Growth P.O. Box 30054 Lansing, Michigan 48909	<u>MINNESOTA</u> (state administrator) Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) ~~296-6328~~ 539-1600 (agent for service of process) Minnesota Commissioner of Commerce
<u>NEW YORK</u> (state administrator) Office of the New York State Attorney General NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21 st Floor New York, NY 10005 (212) 416-8236 (agent for service of process) New York Department of State Attention: UCC One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, NY 12231 (518) 473-2492	<u>NORTH DAKOTA</u> (state administrator) North Dakota Insurance & Securities Department ~~State Capitol, Fifth Floor, Dept. 414~~ 600 East Boulevard Avenue, Dept. 401 Bismarck, North Dakota 58505 Phone 701-328-2910 (agent for service of process) Insurance Commissioner 600 East Boulevard Avenue, Dept. 401 Bismarck, North Dakota 58505 Phone 701-328-2910 ~~(701) 328-4712~~
<u>OREGON</u> Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	<u>RHODE ISLAND</u> Securities Division Department of Business Regulation, Bldg. 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9582
<u>SOUTH DAKOTA</u> Division of Securities	<u>VIRGINIA</u> (state administrator)

Department of Labor & Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051 (for service of process) Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
<u>WASHINGTON</u> (state administrator) ~~Department~~Washington Dept. of Financial Institutions Securities Division P.O. Box ~~90334~~1200 Olympia, Washington ~~98507-9033~~98504-1200 (360) 902-8760 (agent for service of process) Director, Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, Washington 98501 (360) 902-8760	<u>WISCONSIN</u> (state administrator) Division of Securities Department of Financial Institutions 201 W Washington Avenue, 3rd Floor Madison, Wisconsin 53703 (608) 266-1064 (agent for service of process) Administrator, Division of Securities Department of Financial Institutions 201 W Washington Avenue, 3rd Floor Madison, Wisconsin 53703

EXHIBIT B
TO CASAGO INTERNATIONAL, LLC'S
FRANCHISE DISCLOSURE DOCUMENT

TABLE OF CONTENTS OF OPERATIONS MANUAL

[Section 1: Introduction to the Manual](#)

[Section 2: Introduction to the Franchise System](#)

[Section 3: Understanding Franchising](#)

[Section 4: Pre-Opening Procedures](#)

[Section 5: Human Resources](#)

[Section 6: General Operating Procedures](#)

[Section 7: Homeowner Operating Procedures](#)

[Section 8: Guest Facing Operating Procedures](#)

[Section 9: Selling the Concept to Homeowners](#)

[Section 10: The Sales Process to the Guest](#)

[Section 11: Marketing](#)

[Section 12: Additional Resources](#)

EXHIBIT C
TO CASAGO INTERNATIONAL, LLC'S
FRANCHISE DISCLOSURE DOCUMENT
FINANCIAL STATEMENTS

**CASAGO INTERNATIONAL, LLC
AND SUBSIDIARIES**

**CONSOLIDATED FINANCIAL STATEMENTS
AS OF DECEMBER 31, 2025 AND 2024
AND FOR THE
YEARS ENDED DECEMBER 31, 2025, 2024, AND 2023**

**with
INDEPENDENT AUDITORS' REPORT**

TABLE OF CONTENTS

	<u>PAGE</u>
INDEPENDENT AUDITORS' REPORT	3-4
CONSOLIDATED BALANCE SHEETS	5
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME (LOSS) AND MEMBERS' EQUITY (DEFICIT)	6
CONSOLIDATED STATEMENTS OF CASH FLOWS	7
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS	8-16

INDEPENDENT AUDITORS' REPORT

Members and Management Casago International, LLC and Subsidiaries

Opinion

We have audited the accompanying consolidated financial statements of Casago International, LLC and Subsidiaries (the "Company"), which comprise the consolidated balance sheet as of December 31, 2025, and the related consolidated statements of operations and comprehensive income (loss) and members' equity (deficit) and the consolidated statements of cash flows for the year ended December 31, 2025, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2025, and the results of its operations and cash flows for the year ended December 31, 2025, in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with U.S. GAAP; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date of this report.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Matter - Prior Years Financial Information

The consolidated financial statements of the Company, as of and for the years ended December 31, 2024 and 2023 were audited by other auditors, whose report, dated March 27, 2025, expressed an unqualified opinion on those consolidated financial statements.

Smith and Howard, PC

Chattanooga, TN
March 30, 2026

CASAGO INTERNATIONAL, LLC AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2025 AND 2024

ASSETS			
	<u>2025</u>	<u>2024</u>	
Current Assets			
Cash and cash equivalents	\$ 11,495,657	\$ 547,622	
Accounts receivable	837,409	510,748	
Capitalized commissions, current portion	14,553	17,656	
Prepaid expenses	56,090	-	
Related party receivables	<u>3,081,252</u>	<u>58,123</u>	
Total Current Assets	<u>15,484,961</u>	<u>1,134,149</u>	
Property & equipment, net	90,329	106,322	
Capitalized commissions, net of current portion	<u>105,570</u>	<u>137,969</u>	
Total Assets	<u>\$ 15,680,860</u>	<u>\$ 1,378,440</u>	
LIABILITIES AND MEMBERS' EQUITY (DEFICIT)			
Current Liabilities			
Accounts payable and accrued expenses	\$ 1,891,515	\$ 1,792,184	
Long-term debt, current portion	227,627	4,094	
Related party payables	6,214,872	500,000	
Deferred franchise fees, current portion	<u>1,430,811</u>	<u>42,826</u>	
Total Current Liabilities	<u>9,764,825</u>	<u>2,339,104</u>	
Non-Current liabilities			
Long-term debt, net of current portion	-	750,442	
Deferred franchise fees, net of current portion	<u>5,460,536</u>	<u>333,580</u>	
Total Liabilities	<u>15,225,361</u>	<u>3,423,126</u>	
Members' Equity (Deficit)			
Accumulated other comprehensive loss	(731)	-	
Members' equity (deficit)	<u>456,230</u>	<u>(2,044,685)</u>	
Total Members' Equity (Deficit)	<u>455,499</u>	<u>(2,044,686)</u>	
Total Liabilities and Members' Equity (Deficit)	<u>\$ 15,680,860</u>	<u>\$ 1,378,440</u>	

The accompanying notes are an integral part of these consolidated financial statements.

CASAGO INTERNATIONAL, LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME (LOSS) AND MEMBERS' EQUITY (DEFICIT)
YEARS ENDED DECEMBER 31, 2025, 2024, AND 2023

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Revenue			
Franchise royalties	\$ 4,386,219	\$ 1,815,944	\$ 999,699
Franchise fees	1,654,360	901,280	503,496
Initial franchise fees	380,061	172,317	214,438
Other	<u>94,300</u>	<u>-</u>	<u>111,182</u>
	6,514,940	2,889,541	1,828,815
Operating Expenses			
Cost of revenues	1,308,446	689,376	1,531,203
Operations and support	1,053,499	460,241	514,774
Technology and development	422,329	392,166	376,850
Sales and marketing	1,337,544	790,782	490,460
General and administrative	4,801,401	464,985	91,424
Depreciation and amortization	<u>48,576</u>	<u>17,239</u>	<u>11,500</u>
	<u>8,971,795</u>	<u>2,814,789</u>	<u>3,016,211</u>
Income (Loss) from Operations	(2,456,855)	74,752	(1,187,396)
Other Expenses			
Other expense	(38,172)	-	-
Interest expense	<u>(4,057)</u>	<u>(14,182)</u>	<u>-</u>
Net Income (Loss)	(2,499,084)	60,570	(1,187,396)
Other comprehensive loss			
Foreign currency translation	<u>(731)</u>	<u>-</u>	<u>-</u>
Comprehensive income (loss)	(2,499,815)	60,570	(1,187,396)
Members' Equity (Deficit), Beginning of Year	(2,044,686)	(2,131,409)	(909,038)
Contributions	5,000,000	26,153	-
Distributions	<u>-</u>	<u>-</u>	<u>(34,975)</u>
Members' Equity (Deficit), End of Year	<u>\$ 455,499</u>	<u>\$ (2,044,686)</u>	<u>\$ (2,131,409)</u>

The accompanying notes are an integral part of these consolidated financial statements.

CASAGO INTERNATIONAL, LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2025, 2024, AND 2023

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Cash Flows from Operating Activities:			
Net Income (loss)	\$ (2,499,084)	\$ 60,570	\$ (1,187,396)
Adjustments to reconcile net income to net cash			
Provided (required) by operating activities:			
Amortization and depreciation	17,322	17,239	11,500
Recognition of revenues earned over time - franchise fees	(380,061)	(32,027)	(39,526)
Changes in:			
Accounts receivable	(326,661)	40,685	(312,044)
Capitalized commissions	35,502	(10,107)	(145,518)
Prepaid expenses	(56,090)	10,000	(10,000)
Related party receivables	(3,023,129)	(53,073)	38,497
Accounts payable and accrued expenses	99,331	(200,769)	795,787
Related party payables	5,714,872	-	-
Deferred franchise fees	6,895,002	27,710	283,343
Net Cash Provided (Required) by Operating Activities	<u>6,477,004</u>	<u>(139,772)</u>	<u>(565,357)</u>
Cash Flows from Investing Activities:			
Purchases of property and equipment	<u>(1,329)</u>	<u>(34,436)</u>	<u>-</u>
Net Cash Required by Investing Activities	(1,329)	(34,436)	-
Cash Flows from Financing Activities:			
Payments on long-term debt	(526,909)	-	-
Long-term borrowings, net of repayments	-	664,536	590,000
Contributions from members	5,000,000	26,153	-
Distributions to members	<u>-</u>	<u>-</u>	<u>(34,975)</u>
Net Cash Provided by Financing Activities	4,473,091	690,689	555,025
Net Increase in Cash	10,948,766	516,481	(10,332)
Effect of exchange rates on Cash	(731)	-	-
Cash and cash equivalents at Beginning of Year	<u>547,622</u>	<u>31,141</u>	<u>41,473</u>
Cash and cash equivalents at End of Year	<u>\$ 11,495,657</u>	<u>\$ 547,622</u>	<u>\$ 31,141</u>

The accompanying notes are an integral part of these consolidated financial statements.

CASAGO INTERNATIONAL, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2025, 2024, AND 2023

NOTE 1 – DESCRIPTION OF BUSINESS

Casago International, LLC (the "Company") was formed as an Arizona limited liability company on May 14, 2020, for the purpose of selling and operating franchises for the establishment, development, and operation of a full-service property management business that focuses on short-term rentals.

In January 2024, the Company became a wholly owned subsidiary of Casago Holdings, LLC. On April 30, 2025, Casago Holdings, LLC acquired Vacasa, Inc. and its subsidiaries. As a result of this transaction, the Company gained access to the acquired company's inventory of homeowners and successfully implemented a rapid-growth strategy to expand its franchise business. The Company had 115 signed franchise agreements as of December 31, 2025 compared to 42 and 39 signed franchise agreements as of December 31, 2024 and 2023, respectively.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of consolidation

The consolidated financial statements of the Company include the accounts of Casago International, LLC and its subsidiaries, VCSA Central Support S. de R.L and Casago Belize Ltd. The Company wholly owns both subsidiaries. Intercompany accounts and transactions have been eliminated in consolidation.

Basis of Presentation

The Company's consolidated financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Accounts Receivable

Accounts receivable include franchise fees and royalty fees charged by the Company. When necessary, the Company records an allowance for doubtful accounts based on specifically identified amounts that senior management believes to be uncollectible. The Company has not recorded an allowance as of December 31, 2025, 2024 or January 1, 2024. Accounts receivable as of January 1, 2024 was \$556,401.

CASAGO INTERNATIONAL, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2025, 2024, AND 2023

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition

The Company generates revenue from the sale of franchises. An initial franchise fee is due at signing and is earned based on the recognition of specific performance obligations. The Company also generates revenue from royalty and system marketing fund contributions. From time to time, the Company can charge various other fees as outlined in the Franchise Disclosure Document. See Note 3, “Revenue from Contracts With Customers”.

Concentration of Credit Risk

The Company maintains its cash accounts at financial institutions that are insured by the Federal Deposit Insurance Corporation (“FDIC”) up to \$250,000 per depositor, per financial institution. At times, the Company’s cash balances may exceed federally insured limits. The Company has not experienced any losses in such accounts. If liquidity issues arise in the global credit and capital markets, it is at least reasonably possible that these changes in risks could materially affect the amounts reported in the accompanying consolidated financial statements.

Income Taxes

The Company is treated as a partnership for federal and state income tax purposes with the earnings and losses of the entity being included in the members’ income tax returns. Consequently, the Company’s income or loss is presented without a provision or credit for federal and state income taxes.

The Company annually evaluates all federal and state income tax positions. This process includes an analysis of whether these income tax positions the Company takes meet the definition of an uncertain tax position under the Income Taxes Topic of the Financial Accounting Standards Codification. In general, the Company is no longer subject to tax examinations for the years ending before December 31, 2022.

System Marketing Fund

The Company administers a system marketing fund for the common benefit of the Casago Business franchisees. The funds are collected from franchisees based on a percentage of monthly gross sales, ranging from 0.5% to 1%. The Company manages the franchise system marketing fund. The balance in the fund as of December 31, 2025 is \$413,060, and \$0 for the year ended December 31, 2024. Marketing fund contribution revenue totaled \$574,480 for the year ended December 31, 2025, and \$0 for the years ended December 31, 2024 and 2023. Marketing fund contribution expenditures totaled \$574,480 for the year ended December 31, 2025, and \$0 for the years ended December 31, 2024 and 2023.

CASAGO INTERNATIONAL, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2025, 2024, AND 2023

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Advertising Costs

Advertising costs are expensed as incurred. Advertising costs, excluding marketing fund fee expenses, were \$146,368, \$221,765, and \$335,231 and for the years ended December 31, 2025, 2024, and 2023, respectively.

Franchised Outlets

The following represents the Company's franchised outlets as of December 31 as follows:

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Franchises sold and unopened	20	-	8
Franchised outlets in operation	95	42	31

Reclassifications

Certain reclassifications have been made to the 2024 and 2023 consolidated financial statements presentation to correspond to the current year's format.

NOTE 3 – REVENUE FROM CONTRACTS WITH CUSTOMERS

The Company follows Financial Standards Board ASC Topic 606 Revenue from Contracts with Customers and Subtopic 952-606 Franchisors – Revenue from Contracts with Customers. Upon the adoption of ASC Subtopic 952-606, the Company elected to apply the practical expedient which allows the Company to recognize pre-opening services as a single performance obligation.

Revenues for the Company are disaggregated into the following revenues streams: Franchise royalties, Franchise fees, Initial franchise fees, and Other.

The Company sells franchises which grant franchisees the right to operate within a designated territory. These franchises are conveyed through a franchise agreement. The sale of the franchise is reflected in the initial franchise fees in the accompanying consolidated statements of operations and comprehensive income (loss) and members' equity (deficit).

The initial franchise fee is a set amount agreed upon between the Company and the franchisee. Management has allocated the transaction price of the initial franchise fee based upon the standalone selling price of its underlying performance obligations of a training program (pre-opening performance obligation) and the rights to operate as a franchisee of the Company. No amount of the initial franchise fee is allocated to franchise royalties, as these are recognized on a monthly basis.

CASAGO INTERNATIONAL, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2025, 2024, AND 2023

NOTE 3 – REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

Revenues from pre-opening services are included within initial franchise fees on the accompanying consolidated statements of operations and comprehensive income (loss) and members' equity (deficit). Upon completion of the pre-opening services, the franchisee begins operations in their designated territory. Revenues associated with the pre-opening services are recognized at the point in time when the franchisee begins its operations. The right to operate within the territory represents the Company fulfilling its performance obligation over the term of the franchise agreement. The remaining portion of initial franchise fees are recognized on a straight-line basis, over the term of the franchise agreement, which is typically 10 years.

Under the terms of the franchise agreement, the Company collects royalty fees that range from 1% to 3.5% of a franchisee's monthly sales. These fees are considered variable consideration. U.S. GAAP requires variable consideration that is to be recognized over the term of the franchise agreement to be estimated at the inception of the franchise agreement. Deferred revenue and a note receivable would be recognized at inception of the franchise agreement based on this estimate. U.S. GAAP specifically excludes these fees from this treatment. Given the nature of the business, the constraints associated with estimating these fees cannot be overcome in order to determine an estimate of the variable consideration that would not be likely to result in a significant reversal. Accordingly, the fees are recognized in the month in which services are performed for customers. Amounts receivable associated with royalty fees are included within accounts receivable on the accompanying consolidated balance sheets.

Franchise fees include online booking fees, marketing fund contributions, revenue management services, technology assistance services, and ancillary services provided to the franchisees. Booking fees and marketing fund contribution fees are calculated as a % of monthly rent revenues from the online booking channel used (0.485% - 5%) and the total monthly rent revenue (0.5% - 1%), respectively. Revenue management services, technology assistance services, and ancillary services are a fixed fee charged monthly if the service was provided to the franchisee.

Other revenues primarily consist of additional services associated with services provided to franchisees that are not included in royalty or franchise fee arrangements. Revenue from these services is recognized when control of the service transfers to the customer, which is generally as the services are performed.

Contract Assets and Liabilities

Contract assets consist of franchise contract costs paid to facilitate a franchise sale and are amortized over the life of the franchise agreements.

CASAGO INTERNATIONAL, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2025, 2024, AND 2023

NOTE 3 – REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

Contract Assets and Liabilities (Continued)

Contract liabilities consist of the remaining initial franchise fees to be amortized over the life of the franchise agreement. Contract liabilities are a result of the collection of the initial franchise fee at the time of the signing of the franchise agreement and will fluctuate each year based on the number of franchise agreements signed. A summary of significant changes in deferred franchise fees is as follows:

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Deferred franchise fees, beginning of year	\$ 376,406	\$ 380,723	\$ 136,906
Revenue recognized during the year	(380,061)	(172,317)	(214,438)
Additions for initial franchise fees received	<u>6,895,002</u>	<u>168,000</u>	<u>458,255</u>
 Deferred franchise fees, end of year	 <u><u>\$ 6,891,347</u></u>	 <u><u>\$ 376,406</u></u>	 <u><u>\$ 380,723</u></u>

Contract Balances

Deferred franchise fee revenues are expected to be recognized as revenue over the remaining term of the associated franchise agreements as follows:

Year Ending December 31,	
2026	\$ 1,430,811
2027	570,304
2028	570,304
2029	570,304
2030	570,304
Thereafter	<u>3,179,320</u>
	6,891,347
Less: current portion	<u>(1,430,811)</u>
	<u><u>\$ 5,460,536</u></u>

CASAGO INTERNATIONAL, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2025, 2024, AND 2023

NOTE 3 – REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

Contract Balances (Continued)

Deferred franchise fees at December 31, 2025, 2024, and 2023, consisted of the following:

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Franchise units not yet opened	\$ 6,039,600	\$ -	\$ 192,000
Opened franchise units	<u>851,747</u>	<u>376,406</u>	<u>188,723</u>
Deferred franchise fees, end of year	6,891,347	376,406	380,723
Less: current portion	<u>(1,430,811)</u>	<u>(42,826)</u>	<u>(116,113)</u>
	<u><u>\$ 5,460,536</u></u>	<u><u>\$ 333,580</u></u>	<u><u>\$ 264,610</u></u>

The direct and incremental costs, principally consisting of commissions, are included in “Capitalized commissions” in the accompanying consolidated balance sheets, expected to be recognized over the remaining terms of the associated franchise agreements at December 31, 2025 are as follows:

Year Ending December 31,	
2026	\$ 14,553
2027	14,553
2028	14,553
2029	14,553
2030	14,553
Thereafter	<u>47,358</u>
	120,123
Less: current portion	<u>(14,553)</u>
	<u><u>\$ 105,570</u></u>

CASAGO INTERNATIONAL, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2025, 2024, AND 2023

NOTE 4 – RELATED PARTY TRANSACTIONS

The Company has transactions with related parties, including entities under common control, certain franchisees owned by employees, and related party lenders.

Transactions with Affiliates

The Company incurs and pays expenses on behalf of, and is reimbursed by, affiliates under common control. These expenses primarily include payroll and administrative costs and are allocated based on specific identification or other reasonable allocation methods.

As of December 31, 2025, amounts due to/from related parties are as follows:

Related party receivable - Casago Holdings, LLC (parent)	\$ 437,500
Related party receivable - Vacasa, LLC and its subsidiaries (entity with common control)	<u>2,643,752</u>
	<u>3,081,252</u>
 Related party payable - Casago Holdings, LLC (parent)	 363,776
Related party payable - Vacasa, LLC and its subsidiaries (entity with common control)	<u>5,851,096</u>
	<u>\$ 6,214,872</u>

These balances are non-interest bearing and have no specified repayment terms. The balances are expected to be settled in 2026 and are recorded as a current asset and liability as of December 31, 2025.

Employee-Owned Franchises

Certain franchisees are owned, in whole or in part, by employees of the Company. The Company enters into franchise agreements with these entities in the normal course of business.

For the years ended December 31, 2025, 2024, and 2023, there were 13, 10 and 10 employee-owned franchises, respectively. Revenues recognized from these franchisees were \$703,658, \$202,079, and \$211,122 for the years ending December 31, 2025, 2024, and 2023, respectively. Amounts due from these franchisees were \$344,580 and \$15,461 as of December 31, 2025 and 2024, respectively, and are recorded in accounts receivable.

Investor-Owned Franchises

Certain franchises are owned by investors in Casago Holdings, LLC. The Company entered into these franchise agreements in conjunction with the Casago Holdings, LLC acquisition of Vacasa, Inc. and its subsidiaries. These franchise agreements are at standard market terms.

CASAGO INTERNATIONAL, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2025, 2024, AND 2023

NOTE 4 – RELATED PARTY TRANSACTIONS (Continued)

Investor-Owned Franchises (Continued)

For the year ended December 31, 2025, there were 3 investor-owned franchises. Revenues recognized from these franchises were \$1,119,814 for the year ended December 31, 2025. Amounts due from these franchises were \$86,705 as of December 31, 2025 and are recorded in accounts receivable. There were no investor-owned franchises for the years ended December 31, 2024 or 2023.

Employee Debt and Accounts Payable

In the normal course of business, the Company reimburses Casago – Arizona, an employee-owned entity, for expenses paid on its behalf. As of December 31, 2025 and 2024, the Company owed Casago – Arizona \$1,176,107 and \$1,416,892, respectively. This amount is included in accounts payable and accrued expenses on the consolidated balance sheets.

The Company has revolving lines of credit with an employee and their wholly-owned entity with limits up to \$700,000 and \$50,000, respectively. The cumulative outstanding balance was \$227,627 and \$727,627, bearing no interest, as of December 31, 2025 and 2024, respectively. These amounts are included in long-term debt, net of current portion, and long-term debt, current portion. On February 9, 2026, the Company and the employee entered into an employee transition agreement in which the employee, and their affiliates, released any and all claims to the aforementioned payables and debt. The aggregate amount forgiven was \$1,403,734. Management is in the process of evaluating the effect this has on the consolidated financial statements. Refer to Note 6, Subsequent Events for additional information.

NOTE 5 – COMMITMENTS AND CONTINGENCIES

The Company is subject to various legal proceedings, claims, and assessments arising in the ordinary course of business. Management reviews such matters on an ongoing basis and establishes accruals for loss contingencies when a loss is probable and the amount of the loss can be reasonably estimated, in accordance with U.S. GAAP. Management has evaluated matters in accordance with ASC 450 and determined material losses are not probable and reasonably estimable; accordingly, no material accruals, individually or in the aggregate, have been recorded in the accompanying consolidated financial statements.

NOTE 6 – SUBSEQUENT EVENTS

On February 9, 2026, the Company entered into a transition agreement with the Company's Chief Executive Officer (CEO). Under the terms of the agreement, the current CEO will transition to the role of Founder and Chairman of the Board of Directors and the Company's current president will transition to the role of CEO. The transition is expected to become effective on October 1, 2026.

CASAGO INTERNATIONAL, LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2025, 2024, AND 2023

NOTE 6 – SUBSEQUENT EVENTS (Continued)

The executive transition agreement outlines the roles and responsibilities of the parties during and following the transition period. Except as otherwise mentioned, the Company does not expect the transition to have a material impact on its financial position, results of operations, or cash flows.

Management has evaluated subsequent events through March 30, 2026, the date the consolidated financial statements were available to be issued. Since January 1, 2026, the Company has added 26 more franchises.

UNAUDITED FINANCIALS AS OF ~~FEBRUARY 28, 2025~~JANUARY, 2026

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT.
PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE
ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE
FIGURES OR EXPRESS HIS/HER OPINION WITH REGARD TO THE CONTENT OR
FORM.

Casago International LLC (Consolidated)
Statement of Operations (Unaudited)
Jan 2026

	For the month ended January 31, 2026
Revenue	1,158,137
Operating costs and expenses:	
Cost of revenue, exclusive of depreciation and amortization shown separately below	212,240
Operations and support	164,162
Technology and development	21,668
Sales and marketing	596,195
General and administrative	124,957
Depreciation	2,686
Total operating costs and expenses	1,121,908
Income from operations	36,229
Other income, net	6,211
Net income	42,440

Casago International LLC (Consolidated)
Balance Sheet (Unaudited)
End of Jan 2026

	As of January 31, 2026
Assets	
Current assets:	
Cash and cash equivalents	11,596,754
Accounts receivable, net	870,943
Prepaid expenses and other current assets	59,386
Due from affiliates	3,081,252
Total current assets	15,608,334
Property and equipment, net	88,856
Intangible assets, net	99,507
Other long-term assets	4,850
Total assets	15,801,548
Liabilities and Equity	
Current liabilities:	
Accounts payable and accrued expenses	1,275,849
Due to affiliates	6,214,872
Short-term debt	227,627
Deferred franchise fees, current	1,453,125
Accrued expenses and other current liabilities	17,944
Total current liabilities	9,189,417
Deferred franchise fees, net of current	5,419,728
Marketing fund liability	553,096
Total liabilities	15,162,241
Members' equity:	
Members' equity	639,307
Total members' equity	639,307
Total liabilities and members' equity	15,801,548

EXHIBIT D
TO CASAGO INTERNATIONAL, LLC'S
FRANCHISE DISCLOSURE DOCUMENT
FRANCHISE AGREEMENT

**CASAGO INTERNATIONAL, LLC
FRANCHISE AGREEMENT**

DATA SHEET

Franchisee: _____

State of Incorporation/Formation: _____

Guarantors: _____

Effective Date: _____

Territory: _____

Territory Tier: __1 __2 __3 __4

Office Location: _____

Telephone Number: _____

Designated Manager: Name: _____

 Email Address: _____

 Telephone Number: _____

(Designated Manager must be able to be reached 24/7 at the above email address and telephone number)

Initial Franchise Fee: _____

Minimum Annual Royalty (Calendar Year 1): _____

Minimum Growth Targets:

☐ Number of Properties under Management

☐ Gross Rental Revenue

Existing Operator: ____ yes ____ no

Franchisee Notice Address:

Attn: _____

[Signature Page to Data Sheet Follows]

Agreed by the parties:

Franchisor:

Casago International, LLC

By: _____

Title: _____

Franchisee:

(Individual, Partnership or Corporation Name)

By: _____

Title: _____

The terms of this Data Sheet are incorporated into the attached Franchise Agreement.

[Table of Contents to Franchise Agreement Follows]

EXHIBITS:

Exhibit A – Guaranty

Exhibit B – Conditional Assignment of Franchisee’s Telephone Numbers, Facsimile Numbers, Domain
Names and Email Accounts

Exhibit C – Confidentiality Agreement

Exhibit D-1 – Electronic Funds Withdrawal Authorization

Exhibit D-2 – Accounts Payable Information

Exhibit E – Restrictive Covenants Agreement

Exhibit F – Proprietary Marks

Exhibit G – Vacasa Market Addendum

CASAGO INTERNATIONAL, LLC
FRANCHISE AGREEMENT

THIS AGREEMENT (the “Agreement” or “Franchise Agreement”) is entered into and made effective this _____ day of _____, ~~2025~~20, by and between Casago International, LLC, an Arizona limited liability company, with its principal business address at ~~15475 North Greenway Hayden Road, Suite B2, Scottsdale, AZ 85260~~850 NW 13th Avenue, Portland, OR 97209 (“Franchisor” or “Casago”) and the franchisee (“Franchisee”) identified on the attached Data Sheet (the “Data Sheet”).

BACKGROUND

A. Franchisor and/or its principal or affiliate has developed a system for the establishment and operation of Casago businesses (each a “Casago Business”) focused on providing full-service and limited-service property management services in connection with short-term vacation and corporate housing rentals and property management services, which includes uniform specifications of products and services, standards of care, customer services practices, principals for working with owners, renters, employees and vendors, scheduling procedures, marketing, advertising, a proprietary learning system, software, and procedures for the operation and management of a Casago Business in the manner set forth in this Agreement and in the operations manual provided by Franchisor and modified from time to time (collectively, the “System”);

B. Franchisor is the owner of the service marks set forth on Exhibit F (such marks, and any other marks Franchisor may designate for the System from time to time, in Franchisor’s discretion, the “Proprietary Marks”);

C. Franchisor is engaged in the business of granting franchises to operate Casago Businesses;

D. Franchisee desires to enter into an agreement with Franchisor to obtain the rights to operate a Casago Business using the System;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, commitments and understandings contained herein, Franchisor and Franchisee hereby agree as follows:

1. GRANT OF FRANCHISE

1.1 Grant and Acceptance. Franchisor hereby grants to Franchisee, upon the express terms and conditions contained in this Agreement, and Franchisee hereby accepts, a franchise for the right to establish and operate one (1) Casago Business under the System, and the right to use the Proprietary Marks in the operation of the Casago Business in the manner specified herein. Franchisor has the right to supplement, improve or otherwise modify the System from time to time in Franchisor’s discretion, and Franchisee agrees to comply with all changes which may include, without limitation, the offer and sale of new or different products or services as Franchisor may specify.

1.2 Reservation of Rights. Except as otherwise provided for in this Agreement, the foregoing grant to Franchisee does not include any right to: (i) offer any product or service via

e-commerce; (ii) establish a URL incorporating the Proprietary Marks or any variation thereof without Franchisor's express permission; or (iii) sell merchandise via wholesale; and (iv) distribute, market, or implement Franchisor's services or products in any channel of distribution not specifically identified in this Agreement. Franchisee expressly understands and agrees that Franchisor and Franchisor's affiliates shall have the right, in Franchisor's sole discretion, to engage in any of the following activities, without paying Franchisee consideration and regardless of the impact on Franchisee's business: (i) own and operate Casago Businesses at any location(s) outside of Franchisee's Territory (as defined in Section 1.5) under the same or different marks, or to license others the right to own and operate Casago Businesses at any location(s) outside Franchisee's Territory under the same or different marks; (ii) use the Proprietary Marks and System in connection with services and products, promotional and marketing efforts or related items, or in alternative channels of distribution, without regard to location; (iii) own and operate Casago Businesses or other businesses, or market the same or similar products and services, at any location(s) inside Franchisee's Territory under different marks, or to license others the right to own and operate a Casago Businesses or other businesses, or market products and services at any location(s) inside Franchisee's Territory under different marks; (iv) operate and license others the right to own and operate businesses under the Proprietary Marks anywhere within Franchisee's Territory to offer and provide products or services that do not compete with the Approved Products and Services; (v) require Franchisee to use Franchisor's or its affiliates' websites and systems for direct booking of reservations and other guest services; (vi) post and maintain listings for properties located within and outside of the Territory on Franchisor's and its affiliates' booking websites and systems under any brand, service mark, or trade name other than the Proprietary Marks, even if such brand, service mark or trademark includes, references, or is used in combination with the Proprietary Marks as an affiliation or endorsement identifier; (vii) exclusively operate and license others the right to own and operate Casago Businesses under the Proprietary Marks and System to service non-traditional sites within your Territory including, but not limited to, hotels, commercial buildings, and other multi-unit sites; and ~~(viii)~~ viii engage and license others to engage in any other activities not expressly prohibited in this Agreement.

1.3 Location of Operation. Franchisee's Designated Manager and other personnel may operate the Casago Business from either a home office or leased premises located in the Territory or within a 30-minute driving radius of the Territory. However, neither the Designated Manager nor any other personnel of Franchisee are permitted to meet guests or owners at the homes of such personnel. The initial location of Franchisee's office for the Casago Business is listed on the Data Sheet.

1.4 Relocation. Franchisee must notify Franchisor prior to changing the location of the home office or leased premises of the Casago Business as described in Section 1.3.

1.5 Territory. Except as otherwise provided in this Agreement, for so long as Franchisee complies with the terms and conditions hereof, Franchisor shall not establish and operate, nor license to any party other than Franchisee the right to establish and operate, any Casago Business under the System and use the Proprietary Marks during the term hereof within the area (the "Territory") set forth in the Data Sheet. Franchisor and its affiliates retain all other rights, including without limitation the right to distribute products and services as described in Section 1.2 hereof within Franchisee's Territory, as applicable. ~~With~~ Franchisee shall not provide or market services of the Casago Business to locations outside of the Territory without Franchisor's express written consent, which consent may be withheld or revoked in Franchisor's discretion. If Franchisee obtains

Franchisor's consent, Franchisee may provide services at locations outside the Territory that are not within the territory of any other System franchisee. However, once a territory is sold to another ~~System~~ franchisee or licensee of the System, Franchisee must immediately cease providing services to homeowners located within such territory and transfer all relevant homeowner information to the new System franchisee or licensee. Nothing in this ~~Section 1.5~~ Agreement shall prohibit Franchisor or its affiliates from establishing and operating, or licensing to a third party the right to establish and operate, a business, within or outside of the Territory, using the System in conjunction with a brand, service mark or trade name other than the Proprietary Mark, even if such brand, service mark, or trade name includes, references, or is used in combination with the Proprietary Marks as an affiliation or endorsement identifier.

1.6 Other Channels of Distribution. Franchisee expressly acknowledges and agrees that certain of Franchisor's or its affiliate's products or services, whether now existing or developed in the future, may be distributed in Franchisee's Territory by Franchisor, Franchisor's affiliates, or Franchisor's franchisees, licensees or designees, in such manner and through such alternate channels of distribution as Franchisor, in its sole discretion, shall determine. Such alternate channels of distribution shall include, but are not limited to, sales of any products under the Proprietary Marks at or through the internet; provided that Franchisor shall not engage in any activity expressly prohibited by Section 1.5. Franchisee understands that this Agreement grants Franchisee no rights: (i) to distribute such products as described in this Section 1.6; or (ii) to share in any of the proceeds received by any such party therefrom.

1.7 Multi-Market Accounts. Franchisee expressly acknowledges and agrees that Franchisor has the exclusive right to negotiate and enter into agreements or approve forms of agreements to provide services to any business which owns, manages, controls or otherwise has responsibility for buildings or common services in more than one geographic location and/or whose presence is not confined within any one franchisee's designated territory (a "Multi-Market Account"). If Franchisee is in good standing under this Agreement, Franchisor may, but is not obligated to, provide Franchisee with the opportunity to perform services in the Territory under Multi-Market Account contracts. Franchisor reserves the right to, without compensation to Franchisee, provide the services directly or authorize an affiliate, another franchisee or third-party to do so even if the property is within Franchisee's Territory.

2. TERM AND RENEWAL

2.1 Term. The initial term of this Agreement is for a period of ten (10) years which will begin on the date that Franchisor signs this Agreement.

2.2 Renewal. Franchisee has the right to renew this Agreement for successive ten (10) year periods, provided Franchisee has met the following conditions prior to each successor term:

2.2.1 Franchisee has notified Franchisor of Franchisee's intention to renew this Agreement in writing at least ninety (90) days, but no more than one hundred eighty (180) days, prior to expiration of the current term;

2.2.2 Franchisee is not in breach of any provision of this Agreement, or any other agreement between Franchisee and Franchisor, Franchisor's affiliates, or Franchisor's designated suppliers and vendors, Franchisee's landlord if applicable, and Franchisee has substantially

complied with all such agreements during their respective terms;

2.2.3 Franchisee has satisfied all monetary obligations Franchisee owes Franchisor, Franchisor's affiliates, and Franchisor's designated suppliers and vendors;

2.2.4 Franchisee executes Franchisor's then-current form of franchise agreement, the terms of which may vary materially from the terms of this Agreement;

2.2.5 Franchisee satisfies Franchisor's then-current training requirements for renewing franchisees, if any, at Franchisee's expense, as of the date of such renewal; and

2.2.6 Franchisee signs a general release, in the form Franchisor prescribes, provided that said release shall not be inconsistent with any applicable state statute regulating franchises.

3. FEES

3.1 Initial Franchise Fee. In consideration of the franchise granted to Franchisee by Franchisor, Franchisee must pay Franchisor an initial franchise fee (the "Initial Franchise Fee") equal to between \$14,000 to \$112,000, in full, when Franchisee signs this Agreement. The amount of the Initial Franchise Fee due and payable to Franchisor by Franchisee shall be designated on the Data Sheet attached to this Franchise Agreement. The initial franchise fee is non-refundable and is deemed fully earned upon payment in consideration of administrative and other expenses Franchisor incurs in granting the franchise and for Franchisor's lost or deferred opportunity to franchise others.

3.2 Royalty Fee.

3.2.1 Monthly Royalty. Throughout the term of this Agreement, Franchisee must pay Franchisor a continuing monthly royalty based on the Casago Business' Gross Rental Revenue for the then-current calendar year (the "Current Year"). The amount of the monthly royalty fee (the "Monthly Royalty") is calculated based on a scale that decreases the royalty rate as Franchisee's total Gross Rental Revenue increases during the Current Year. For each Current Year, Franchisee's first \$3,000,000 of Gross Rental Revenue is subject to a royalty rate of 3.5%. Franchisee's next \$2,000,000 of Gross Rental Revenue in excess of \$3,000,000 in such Current Year is subject to a royalty rate of 3%. Franchisee's next \$2,000,000 of Gross Rental Revenue in such Current Year in excess of \$5,000,000 is subject to a royalty rate of 2.5%. Franchisee's next \$3,000,000 of Gross Rental Revenue in excess of \$7,000,000 in such Current Year is subject to a royalty rate of 2%. Any Gross Rental Revenue in excess of \$10,000,000 in such Current Year is subject to a royalty rate of 1.5%. Franchisee's cumulative Gross Rental Revenue generated each Current Year resets annually on January 1st.

"Gross Rental Revenue" includes all rental income and income or fees from cancellations that Franchisee derives or receives directly or indirectly from, through, by or on account of the operation of the Casago Business at any time after the signing of the Franchise Agreement, in whatever form and from whatever source, as well as business interruption insurance proceeds, all without deduction for expenses including marketing expenses. However, the definition of Gross Rental Revenue does not include income Franchisee earns from cleaning, maintenance, or any other fees Franchisee may

charge to renters or owners nor does it include sales tax that is collected from renters and transmitted to the appropriate taxing authorities.

3.2.2 Minimum Annual Royalties. Each calendar year during the term of this Agreement, Franchisee must pay to Franchisor royalties of at least the minimum annual royalty set forth below (the “Minimum Annual Royalty”). The Minimum Annual Royalty for the first calendar year in which Franchisee operates the Casago Business is set forth in the Data Sheet. The Minimum Annual Royalty for subsequent calendar years is set forth below and is based upon the tier (“Tier”) of the Territory in which Franchisee operates the Casago Business (which Tier shall be designated on the Data Sheet attached to this Agreement). If the Monthly Royalties paid by Franchisee for a calendar year are less than the applicable Minimum Annual Royalty for such year, then Franchisee shall pay Franchisor an amount equal to the difference between the Minimum Annual Royalty and the Monthly Royalties paid for such year (the “Minimum Annual Royalty Requirement”). The Minimum Annual Royalty Requirement shall be due and payable each year to Franchisor no later than fifteen (15) days following the end of the applicable calendar year and shall be made via the EFT program, as described in Section 3.4.

Minimum Annual Royalties				
	Tier 4	Tier 3	Tier 2	Tier 1
Calendar Year 1	See Data Sheet	See Data Sheet	See Data Sheet	See Data Sheet
Calendar Year 2	\$8,750	\$17,500	\$35,000	\$52,500
Calendar Year 3	\$13,125	\$26,250	\$52,500	\$78,750
Calendar Year 4	\$17,500	\$35,000	\$70,000	\$105,000
Calendar Year 5 and all subsequent years	\$21,875	\$43,750	\$87,500	\$131,250

3.3 Gross Rental Revenue Reports. Franchisee will provide Franchisor a monthly Gross Rental Revenue Report from Franchisee’s property management software on the third business day of the following month and an annual Gross Rental Revenue Report by January 15th of the subsequent year (the monthly Gross Revenue Rental Report and the Annual Gross Rental Revenue Report are sometimes collectively referred to herein as the “Revenue Report”) which will include: (i) the Gross Rental Revenue generated during the prior month; (ii) a calculation of the Royalty, Fund Contribution, OTA Connection Fee and Booking Channel Fee; and (iii) any other information designated by the Franchisor. Franchisor may change the form and content of the Revenue Reports from time to time and/or require Franchisee to submit Revenue Reports on a different schedule upon notice. If Franchisor has access to Franchisee’s property management software, Franchisor will pull the Revenue Report directly from the property management software. If Franchisor does not have access to the property management software, Franchisee will provide the Revenue Report. If Franchisor does not have a Revenue Report by the date such report is due for any reason, Franchisor may process an EFT transfer for that month based on the most recent Revenue Report in Franchisor’s possession or based on Franchisor’s reasonable estimate, pursuant to the EFT Program described below. The amount withdrawn will be adjusted once Franchisee provides the Revenue Report, and Franchisor will either credit Franchisee for the following month or withdraw additional funds by EFT as appropriate.

3.4 Manner of Payment. Payment of the Monthly Royalty shall be made on a monthly basis, on the fifteenth (15th) day of each month for the preceding month and shall be made by an

electronic funds transfer program (the “EFT Program”) under which Franchisor automatically deducts all payments owed to Franchisor under this Agreement, or any other agreement between Franchisee and Franchisor, from Franchisee’s bank account. Franchisee shall deposit all revenues from operation of Franchisee’s Casago Business into Franchisee’s bank account within three (3) days of receipt, including all cash, checks, and credit card receipts. At least ten (10) days before opening Franchisee’s Casago Business, Franchisee shall provide Franchisor with Franchisee’s bank name, address and account number, and a voided check from such bank account, and shall sign and give to Franchisor and Franchisee’s bank, all documents, including Exhibit D to this Agreement, necessary to effectuate the EFT Program and Franchisor’s ability to withdraw funds from such bank account via electronic funds transfer (“EFT”). Franchisee shall immediately notify Franchisor of any change in Franchisee’s banking relationship, including changes in account numbers. Franchisor reserves the right to require Franchisee to pay any fees due under this Agreement by such other means as Franchisor may specify from time to time.

3.5 Insufficient Funds. As part of Franchisee’s participation in the EFT Program, if the funds in Franchisee’s bank account are insufficient to cover any amounts due under this Agreement on the date such funds are due, Franchisor has the right to charge Franchisee a penalty fee of Two Hundred Fifty Dollars (\$250.00) per occurrence. Should any EFT not be honored by Franchisee’s bank for any reason, Franchisee agrees that Franchisee shall be responsible for that payment and any service charge. Nothing contained in this Section 3.5 shall prevent Franchisor from exercising, in Franchisor’s sole judgment, any other rights or remedies available to Franchisor under this Agreement.

3.6 Late Fees and Interest. If Franchisee makes any late payment or underpayment of the Monthly Royalty, any other fee due under this Agreement or any other agreement between Franchisee and Franchisor, or any other charges or fees Franchisee owes Franchisor or Franchisor’s affiliates, in addition to the overdue amount, Franchisor has the right to charge Franchisee interest on such amount from the date it was due until all past due amounts are paid at a rate of the lesser of eighteen percent (18%) per annum or the maximum permitted by law.

3.7 Taxes on Payments. In the event any taxing authority, wherever located, imposes any future tax, levy or assessment on any payment Franchisee makes to Franchisor, Franchisee must, in addition to all payments due to Franchisor, pay such tax, levy or assessment.

3.8 OTA Channel Connection Fee. Channel connections to online travel agency (“OTA”) sites and customizations in connection with such sites may be provided to Franchisee at Franchisor’s then current fee (the “OTA Channel Connection Fee”), which is currently 0.485% of Gross Rental Revenue booked via the OTA. Payment of the OTA Channel Connection Fee shall be made in the manner designated by Franchisor or Franchisor’s Designated Software (as defined below) provider. Franchisor reserves the right to change the amount of this fee and the manner of payment of this fee as changes are made to the System’s hardware and software requirements, which are described more fully in Section 7.9 of this Agreement. Any increase to the OTA Channel Connection Fee will be in proportion to increases in Franchisor’s and its affiliates’ costs and expenses in providing the channel connections.

3.9 Franchisor-Owned Booking Channel Fee. Franchisee shall pay Franchisor its then current fee, currently five percent (5%) of Gross Rental Revenue, for reservations booked through websites and other channels owned by Franchisor or its affiliates for rentals within the Territory (the “Booking Channel Fee”). The Booking Channel Fee is due and payable at the same time and in the

same manner as the Royalty Fee. Franchisor may increase the Booking Channel Fee up to ten percent (10%) of Gross Rental Revenue during the term of this Agreement.

3.10 Technology Fee. In the future, Franchisor may charge Franchisee a technology fee to pay for certain new or additional aspects of Franchisee's Computer System and/or required software and/or currently existing or future developed technology ("Technology Fee"). Franchisor may designate and/or change the amount, scope, or manner of payment of the Technology Fee, including the party to whom payment is made, at any time providing thirty (30) days' notice to Franchisee. If Franchisor establishes the Technology Fee, such initial fee will not exceed 1% of Franchisee's Gross Rental Revenue and will not increase by more than 20% over any three-year period.

4. PROPRIETARY MARKS

4.1 Franchisee's Use of the Proprietary Marks.

4.1.1 Franchisee shall use only the Proprietary Marks designated by Franchisor, and only in the manner Franchisor authorizes and permits. ~~If~~Franchisee shall not operate the Casago Business under any other trademarks or service marks without Franchisor's prior written consent. Notwithstanding the foregoing, if Franchisee, as of the Effective Date, is or is affiliated with an existing operator of a property management business with an established inventory of rental properties, as indicated on the Data Sheet, Franchisee shall be considered an "Existing Operator" under this Agreement and Franchisee may, in addition to the Proprietary Marks, continue to use the marks associated with such existing operation, or certain variations thereof designated by Franchisor, provided that, in any case, Franchisee must do so in accordance with any guidelines agreed to by the parties and any policies established by Franchisor in the Operations Manual, which may include co-branding rules as well as phase out period of such other marks. Following any such phase out period, Franchisee shall use only the Proprietary Marks. For the avoidance of doubt, all goodwill derived from use of the Proprietary Marks by Franchisee, including in a co-branded or blended branded capacity, shall inure to the sole benefit of Franchisor.

4.1.2 Franchisee shall use the Proprietary Marks only in connection with the Casago Business in advertising for the Casago Business.

4.1.3 Franchisee shall use all Proprietary Marks without prefix or suffix and in conjunction with the symbols "TM", "SM", "S" or "®", as applicable. Franchisee may not use the Proprietary Marks in connection with the offer or sale of any products or services which Franchisor has not authorized for use in connection with the System. Franchisee may not use the Proprietary Marks as part of Franchisee's corporate or other legal name. Franchisee must use Franchisee's corporate or limited liability company name either alone or followed by the initials "D/B/A" and the business name "Casago". Franchisee must promptly register at the office of the county in which Franchisee's Casago Business is located, or such other public office as provided for by the laws of the state in which Franchisee's Casago Business is located, as doing business under such assumed business name.

4.1.4 Franchisee must identify itself as the owner of the Casago Business (in the manner Franchisor prescribes) in conjunction with any use of the Proprietary Marks including, without limitation, on invoices, order forms, receipts, and business stationery and otherwise as Franchisor may designate in writing.

4.1.5 Franchisee must prominently display the Proprietary Marks on or in connection with any media advertising, promotional materials, posters, displays, receipts, stationery and forms that Franchisor designates and in the manner that Franchisor prescribes.

4.1.6 Franchisee's right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof shall constitute an infringement of Franchisor's rights.

4.1.7 Franchisee shall not use the Proprietary Marks to incur any obligation or indebtedness on Franchisor's behalf.

4.1.8 Franchisee shall execute all documents Franchisor deems necessary to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability.

4.1.9 Franchisee must promptly notify Franchisor of any suspected unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to Franchisor's ownership of, Franchisor's right to use and to license others to use, or Franchisee's right to use, the Proprietary Marks. Franchisee acknowledges that Franchisor has the sole right, though not the obligation to: (i) direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement thereof; (ii) take action against uses by others that may constitute infringement of the Proprietary Marks; or (iii) defend Franchisee against any third-party claim, suit, or demand arising out of Franchisee's use of the Proprietary Marks. In such circumstances, if Franchisor, in Franchisor's sole discretion, determines that Franchisee has used the Proprietary Marks in accordance with this Agreement, Franchisor shall bear the cost of such defense, including the cost of any judgment or settlement. If Franchisor, in Franchisor's sole discretion, determines that Franchisee has not used the Proprietary Marks in accordance with this Agreement, Franchisee shall bear the cost of such defense, including the cost of any judgment or settlement. In the event of any litigation relating to Franchisee's use of the Proprietary Marks, Franchisee shall execute any and all documents and do such acts as may, in Franchisor's opinion, be necessary to carry out such defense or prosecution including, without limitation, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of Franchisee's use of the Proprietary Marks in a manner not in accordance with this Agreement, Franchisor agrees to reimburse Franchisee for Franchisee's out-of-pocket costs in performing such acts.

4.1.10 Franchisee expressly understands and acknowledges that:

4.1.10.1 The Proprietary Marks are valid and serve to identify the System and those who are authorized to operate under the System;

4.1.10.2 During the term of this Agreement and after its expiration or termination, Franchisee shall not directly or indirectly contest the validity of, or Franchisor's right to use and to license others to use, the Proprietary Marks;

4.1.10.3 Franchisee's use of the Proprietary Marks does not give Franchisee any ownership interest or other interest in or to the Proprietary Marks;

4.1.10.4 All goodwill arising from Franchisee's use of the Proprietary Marks shall inure solely and exclusively to Franchisor's benefit, and upon expiration or termination

of this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the System or the Proprietary Marks;

4.1.10.5 Except as specified in Section 1.3 hereof, the license of the Proprietary Marks granted to Franchisee hereunder is non-exclusive and Franchisor retains the right, among others, (i) to use the Proprietary Marks itself in connection with selling products and services, (ii) to grant other licenses for the Proprietary Marks, and (iii) to develop and establish other systems using the Proprietary Marks, similar proprietary marks, or any other proprietary marks, and to grant licenses thereto without providing Franchisee any rights therein; and

4.1.10.6 Franchisor reserves the right, in Franchisor's sole discretion, to substitute different proprietary marks for use in identifying the System and the Casago Businesses operating thereunder. Franchisee shall discontinue using all Proprietary Marks which Franchisor has notified Franchisee, in writing, have been modified or discontinued within ten (10) days of receiving written notice and, at Franchisee's sole cost and expense, shall promptly begin using such additional, modified or substituted Proprietary Marks.

5. CONFIDENTIAL INFORMATION

5.1 Nondisclosure. During the term of this Agreement, Franchisee will receive information which Franchisor considers its trade secrets and confidential and proprietary information, including but not limited to information regarding the set-up of a Casago Business; information about proprietary merchandise and services; any proprietary software Franchisor may now or in the future create; Franchisor's Operations Manual (defined in Section 6.1); price marketing mixes related to the sale of products or services offered or authorized for sale by System franchisees; recruitment strategy; standards and specifications for customer service; systems and training manuals; compensation systems; marketing strategies; online social marketing systems; merchandise sales systems; sales training; location identification and acquisition; ongoing training; general operations; Franchisor's copyrighted materials; and methods and other techniques and know-how concerning the operation of the Casago Business which may be communicated to Franchisee or of which Franchisee may be apprised by virtue of your operation of a Casago Business (collectively, the "Confidential Information"). Franchisee agrees that Franchisee shall not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any third party any Confidential Information, except to Franchisee's employees, contractor and other individuals that must have access to it in order to operate the Casago Business and who have signed a confidentiality agreement as required hereunder. Franchisee acknowledges and agrees that certain information, including (i) current customer and prospective customer names and addresses, (ii) customer service purchasing histories, and (iii) rates charged to customers, are the sole property of Franchisor and also constitute the trade secrets and Confidential Information of Franchisor. Any and all information, knowledge, know-how, techniques, and other data which Franchisor designates as confidential will be deemed Confidential Information for purposes of this Agreement. Franchisee acknowledges that in the event of the actual or threatened breach of this Section 5.1, Franchisor's harm will be irreparable and that Franchisor has no adequate remedy at law to prevent such harm.

5.2 Franchisee to Procure Confidentiality Agreements from Certain Persons. Franchisee shall ensure that any Designated Manager (as defined in Section 7.6.5 below) of the Casago Business and other employees, contractors and individuals (including equity holders) who have access to Franchisor's Confidential Information execute a Confidentiality Agreement, in the form attached hereto as Exhibit C, or as Franchisor, in Franchisor's sole discretion, otherwise

prescribes. Franchisee must furnish Franchisor with a copy of each executed Confidentiality Agreement.

5.3 New Concepts. If Franchisee, Franchisee's employees, or Franchisee's principals develop any new concept, process or improvement in the operation or promotion of the Casago Business, Franchisee shall promptly notify Franchisor and provide Franchisor with all necessary related information, without compensation. Any such concept, process or improvement shall become Franchisor's sole property and Franchisor shall be the sole owner of all patents, patent applications, trademarks, copyrights and other intellectual property rights related thereto. Franchisee and Franchisee's principals hereby assign to Franchisor any rights Franchisee may have or acquire therein, including the right to modify such concept, process or improvement, and otherwise waive and/or release all rights of restraint and moral rights therein and thereto. Franchisee and Franchisee's principals agree to assist Franchisor in obtaining and enforcing the intellectual property rights to any such concept, process or improvement in any and all countries, and further agree to execute and provide Franchisor with all necessary documentations for obtaining and enforcing such rights. Franchisee and Franchisee's principals hereby irrevocably designate and appoint Franchisor as Franchisee's agent and attorney-in-fact to execute and file any such documentation and to do all other lawful acts to further the prosecution and issuance of patents or other intellectual property rights related to any such concept, process or improvement. In the event that the foregoing provisions of this Section 5.3 are found to be invalid or otherwise unenforceable, Franchisee and Franchisee's principals hereby grant to Franchisor a worldwide, perpetual, nonexclusive, fully-paid license to use and sublicense the use of the concept, process or improvement to the extent such use or sublicense would, absent this Agreement, directly or indirectly infringe Franchisee's rights therein.

6. FRANCHISOR'S OBLIGATIONS

6.1 Operations Manual. Franchisor will make available to Franchisee one (1) copy of Franchisor's proprietary and confidential operations and training manual, as well as any other confidential manuals and writings prepared by Franchisor for Franchisee's use in operating a Casago Business (collectively referred to as the "Operations Manual"). Franchisee shall operate the Casago Business in strict compliance with the Operations Manual, as it may be changed by Franchisor from time to time. The Operations Manual shall remain confidential and Franchisor's exclusive property. Franchisee shall not disclose, duplicate or make any unauthorized use of any portion of the Operations Manual. The provisions of the Operations Manual constitute provisions of this Agreement as if fully set forth herein. Franchisee shall ensure that Franchisee's copy of the Operations Manual is current and up to date. If there is a dispute relating to the contents of the Operations Manual, the master copy, which Franchisor maintains at Franchisor's corporate headquarters, will control.

6.2 Specifications for Equipment and Supplies. To the extent Franchisor deems necessary in its sole discretion, Franchisor will provide written specifications for and designate sources of supply from which Franchisee agrees to purchase equipment and supplies necessary for the start-up and ongoing operations of Franchisee's Casago Business.

6.3 Ongoing Assistance. Franchisor will provide Franchisee continuing consultation and advice, as appropriate in Franchisor's sole discretion, regarding the management and operation of the Casago Business. Franchisor will provide such assistance, in Franchisor's discretion, by telephone, facsimile, email, intranet communication and on-site visits. Franchisor reserves the right

to provide Franchisee with such assistance at Franchisor's then-current rate for providing such assistance, plus reasonable expenses, including but not limited to, Franchisor's travel and lodging expenses.

6.4 Additional Training. Franchisor may, in Franchisor's sole discretion, hold refresher and ongoing training courses, training courses upon a significant change to the System, or to assist Franchisee in the operation of Franchisee's Casago Business, in order to provide additional assistance to franchisees. Such additional training may be provided online, or in any other manner as Franchisor determines. Up to four (4) days per year, Franchisor may require Franchisee, Franchisee's Designated Manager (as defined in Section 7.6.5 of this Agreement), and/or Franchisee's employees to attend or participate in such training at Franchisor's then-current tuition rate for providing such training. All expenses, including Franchisee's, Franchisee's Designated Manager's, and Franchisee's employees' transportation, meal, and lodging expenses to attend such training, if applicable, shall be Franchisee's sole responsibility. In the event that Franchisee requests, and Franchisor agrees, for Franchisor to provide additional within the Territory, Franchisee shall be responsible for Franchisor's expenses including transportation, meals and lodging.

6.5 Annual Conference. Franchisor may, in Franchisor's discretion, hold an annual conference at a location to be selected by Franchisor (the "Annual Conference"). Franchisor shall determine the topics and agenda for such conference to serve the purpose, among other things, of updating franchisees on new developments affecting franchisees, exchanging information between franchisees and Franchisor's personnel regarding Casago Business operations and programs, and recognizing franchisees for their achievements. Franchisee's Designated Manager and, if Franchisee generated at least \$7 million in Gross Rental Revenue in the prior calendar year, one other employee of Franchisee shall attend the Annual Conference for up to three (3) days per year and to pay Franchisor's then-current fee to attend the Annual Conference. Such annual fee will not exceed an amount equal to Franchisee's pro rata portion (based on the number of franchises owned by Franchisee and its affiliates in relation to all then-existing franchises) of the total costs and expenses Franchisor's incurs in holding the conference. All expenses, including Franchisee's and Franchisee's employees' transportation to and from the Annual Conference, and lodging, meals, and salaries during the Annual Conference, are Franchisee's sole responsibility. Franchisor may use expenditures from the Marketing Fund (as defined in Section 12.5 of this Agreement) for purposes related to the Annual Conference, including costs related to programs and materials.

6.6 No Assumption of Liability. Franchisor shall not, by virtue of any approvals or advice provided to the Franchisee under this Agreement, including any approvals provided under this Section 6, assume any responsibility or liability to Franchisee or to any third party to which it would not otherwise be responsible or liable.

6.7 Delegation of Duties. Franchisee acknowledges and agrees that any designee, employee, or agent of Franchisor may perform any duty or obligation imposed on Franchisor by the Agreement, as Franchisor may direct.

6.8 Pre-Opening Obligations Acknowledgement. If Franchisee believes Franchisor has failed to provide adequate pre-opening services as provided in this Agreement, Franchisee shall notify Franchisor in writing within ninety (90) days following the opening of the Casago Business. Absent such notice to Franchisor, Franchisee acknowledges, agrees and grants that Franchisor complied with all of its pre-opening and opening obligations set forth in this Agreement.

7. FRANCHISEE'S OBLIGATIONS

7.1 Training. Franchisee's Designated Manager must attend and successfully complete Franchisor's initial tuition-free training program (the "Initial Training Program") as set forth in Section 8.1 below.

7.2 Required Licenses and Permits. Prior to opening, Franchisee must obtain and maintain (throughout the term of this Agreement) all required licenses, permits and approvals to establish, open and operate the Casago Business in the Territory.

7.3 Opening Requirements. Franchisee shall open the Casago Business within four (4) months from the date the parties sign this Agreement. Notwithstanding the foregoing, Franchisor reserves the right to extend such deadline in its sole discretion, upon Franchisee's reasonable request. Franchisee shall not be permitted to commence operations of Franchisee's Casago Business unless and until Franchisee receives written notice from Franchisor approving Franchisee's proposed opening date.

7.4 Compliance; Purchasing Requirements.

7.4.1 Compliance with Standards. Franchisee acknowledges and agrees that Franchisee's obligations set forth in this Agreement and the Operations Manual are reasonable and necessary for the operation of the Casago Business and to maintain uniformity throughout the System. Franchisee shall adhere to the standards and specifications set forth in this Agreement and the Operations Manual or otherwise in writing, as they may be revised or amended from time to time. Franchisor has the right to change Franchisor's standards and specifications in Franchisor's discretion. Franchisee acknowledges that Franchisee may be required to incur an increased cost to comply with any such changes at Franchisee's expense.

7.4.2 Preferred and Required Suppliers. Franchisee agrees to purchase any products or services required to be used in connection with the Casago Business (including, without limitation, Designated Software) from Franchisor or from required or designated third party suppliers as Franchisor shall specify, from time to time, in the Operations Manual and otherwise in writing ("Required Suppliers"), including, without limitation, the suppliers of property management or payment processing software or services. Franchisee hereby acknowledges that Franchisor, Franchisor's affiliates and/or a third party may be one of several, or the only, supplier of any item. Franchisee further acknowledges and agrees that Franchisor and/or Franchisor's affiliates have the right to realize a profit and/or to receive material consideration on any items and/or services that Franchisor, Franchisor's affiliates or Franchisor's approved suppliers supply to Franchisee. Franchisor may identify preferred suppliers of products and services that franchisees typically use to operate their Casago Businesses ("Preferred Suppliers"). Franchisee is not required to use the Preferred Suppliers and may use any supplier it wants for such products and services. While Franchisee must use the Required Suppliers of any required products or services, Franchisee does not need to obtain Franchisor's approval to use suppliers of any other goods and services. However, Franchisee must ensure that the products and services it uses to support its operations are generally accepted in the industry and that none of the products or services it uses would adversely affect the image of the Franchisor's Brand. Franchisor has the right to require Franchisee to immediately discontinue using any such suppliers, goods and services that Franchisor believes, in its sole and absolute discretion, may adversely affect the image of the Franchisor's Brand or of the Marks.

7.4.3 Supplier Approval. Franchisee is not required to use Preferred Suppliers identified by the Franchisor for certain goods and services, or to obtain approval to use other suppliers for these goods and services. As such, Franchisor does not have a program to approve any such suppliers; provided, however, that Franchisor reserves the right to establish such a program in the future by way of the Operations Manual or otherwise.

7.4.4 System Suppliers. Franchisor may establish business relationships, from time to time, with suppliers who may provide services or produce, among other things, certain supplies, software, and other products or services according to Franchisor's proprietary standards and specifications ("System Suppliers"). Franchisee recognizes that such products and services are essential to the operation of the Casago Business and to the System generally. Franchisee further recognizes that Franchisee's failure to pay System Suppliers may interfere with such suppliers' willingness to supply the System, which may result in other System franchisees' inability to obtain product or ability to obtain product only on less favorable credit terms. Accordingly, Franchisee expressly agrees to pay System Suppliers as and when due.

7.5 Authorized Services. Franchisee shall offer for sale all products and services which Franchisor prescribes and only those products and services which Franchisor prescribes. Franchisee may not offer any services or products for sale, rent or lease without having received Franchisor's prior written authorization.

7.6 Operations.

7.6.1 Franchisee must operate Franchisee's Casago Business in the manner that Franchisor specifies in the Operations Manual or otherwise in writing.

7.6.2 Franchisee must operate the Casago Business in accordance with all applicable requirements of law, including all federal, state and local regulations, and the Operations Manual.

7.6.3 Franchisee must employ a sufficient number of qualified, competent personnel, offer prompt, courteous and efficient service to the public, and otherwise operate the Casago Business in compliance with the System so as to preserve, maintain and enhance the reputation and goodwill of the System. All employees engaged in the operation of the Casago Business during working hours shall conform to Franchisor's standards, shall present a neat and clean appearance in conformance with Franchisor's reasonable standards, and shall render competent, efficient service to the customers of the Casago Business.

7.6.4 Franchisee agrees to operate the Casago Business in accordance with the Operations Manual. Franchisee shall immediately train and instruct Franchisee's employees in accordance with the Operations Manual and shall continue such training and instruction as long as each employee is employed. The Operations Manual shall set forth the practices, procedures and methods to be utilized at Franchisee's Casago Business.

7.6.5 Franchisee shall select an individual, subject to Franchisor's approval, to personally supervise the day-to-day operations of the Casago Business and devote full-time attention to the management and operation of the Casago Business (a "Designated Manager"). Franchisor must be informed of any newly appointed Designated Manager and any Designated Manager must successfully complete Franchisor's Initial Training Program before assuming any managerial

responsibility. Franchisee shall keep Franchisor informed at all times of the identity of any employee acting as a Designated Manager. Franchisee shall ensure that Designated Managers devote their full time and best efforts to the day-to-day operation and management of the Casago Business and do not engage in any other competitive business activity without Franchisor's prior written consent.

7.6.6 Franchisee must at all times maintain such working capital as may be reasonably necessary to enable Franchisee to properly and fully carry out and perform all of Franchisee's duties, obligations and responsibilities hereunder and to operate the Casago Business in a businesslike, proper and efficient manner.

7.6.7 Franchisee will obtain and use all supplies and materials required by Franchisor, and will refrain from using any supplies and materials prohibited or not approved by Franchisor.

7.6.8 At all times during the term of this Agreement, Franchisee shall, unless otherwise approved in writing by Franchisor, confine its activities exclusively to the operation of the Casago Business and shall not engage in any other purpose or business.

7.6.9 Franchisee shall conspicuously identify itself to homeowners, renters, vendors and all other parties as the independent owner of the franchise and operator thereof pursuant to a franchise agreement with Franchisor. Franchisee shall comply with any guidelines Franchisee may establish regarding the provision of notice or obtaining of acknowledgements to this effect.

7.7 Franchised Business Evaluation.

7.7.1 Franchisor will conduct periodic inspections of Franchisee's operations to review quality, service and adherence to brand standards. Such inspections may be conducted without advance notice and will be conducted during regular business hours. Franchisor will be entitled to inspect and observe, photograph and videotape the operations of Franchisee's Casago Business, remove samples of any products, materials or supplies for review, interview Franchisee's clients and personnel, and inspect and copy any books, records and documents relating to the operation of the Casago Business. Franchisee shall cooperate in such inspections, including giving Franchisor access to homes, books and records, and such other items as we may reasonably request.

7.7.2 Franchisor may send its professional support team to visit Franchisee's Casago Business up to one (1) time per year (and more often with the agreement of Franchisee) to observe and assist Franchisee with Franchisee's operational needs. Franchisee is required to pay Franchisor's then-current per visit professional support services fee and to cover Franchisor's travel and lodging costs in connection with any visit.

7.8 Computer Software.

7.8.1 Franchisee shall purchase and use any and all computer software programs, technology systems, platforms, solutions and related services which Franchisor has developed or may develop and/or designate for use for the System, including, without limitation, any designated property management or payment processing software or solutions (the "Designated Software"). Franchisee must purchase computer hardware necessary for the efficient operation of the Designated Software, which may include, without limitation, a computer, a mobile phone and a wireless router. Notwithstanding the fact that Franchisee must use and maintain the Designated Software meeting

Franchisor's standards and specifications, Franchisee will have the sole and complete responsibility for: (i) the acquisition, operation, maintenance and upgrading of any necessary computer hardware and Designated Software; and (ii) any and all consequences that may arise if the computer hardware and Designated Software is not properly operated, maintained and upgraded. Franchisee agrees to be bound by the terms of any end user license agreements or other terms and conditions applicable to Required Software and to execute the same upon request.

7.8.2 Franchisee must use the Designated Software and pay all associated fees to do so, including any initial and ongoing subscription fees. Franchisor and licensors of the Designated Software reserve the right to change the amount of these fees as changes are made to the System's hardware and software requirements. Franchisee, at its own expense, must obtain the computer hardware required to implement the Designated Software. Franchisee must comply with all specifications and standards prescribed by Franchisor regarding the Designated Software as provided from time to time in the Operations Manual or otherwise in writing. Franchisee shall only utilize the Designated Software as prescribed by Franchisor and the Designated Software will be considered to be a part of Franchisor's Confidential Information. Franchisee acknowledges that Franchisor shall have an unlimited right to access all data contained in the Designated Software, as well as any other software used by Franchisee in the operation of the Casago Business pertaining to reservation, guest, and homeowner data, and accordingly, Franchisee must take any and all actions specified by Franchisor to ensure that Franchisor has said access to the Designated Software and/or other software.

7.8.3 Franchisee acknowledges that (i) circumstances may arise during the term of this Agreement in which Franchisor, in its sole judgement, identifies limitations to Franchisee's then-current Designated Software and (ii) technology, business operations, and the way in which consumers engage in commerce, change and evolve over time, such that, in Franchisor's sole judgement, changes or upgrades to existing Designated Software, or new or replacement Designated Software, may be needed. With respect to the Designated Software, Franchisor may, in its sole discretion, mandate, from time to time and at any time during the term of this Agreement, that Franchisee: (A) modify, update, upgrade or expand any existing Designated Software; (B) procure and use additional Designated Software designated by Franchisor; and (C) replace existing Designated Software with new or alternative Designated Software designated by Franchisor. Franchisee shall promptly implement any such changes to Franchisee's Designated Software pursuant to this Section 7.8.3, but in any event shall implement such changes in accordance with the timeframes established by Franchisor. Franchisor may, in its discretion, offer franchisees a choice of two or more alternative Designated Software options.

7.9 Area Computer Network, Intranet or Extranet Participation. Franchisee is required to participate in any System-wide area computer network, intranet system or extranet system that Franchisor implements and may be required by Franchisor to use such area computer network, intranet system or extranet system to, among other things: (i) submit Franchisee's reports due under this Agreement to Franchisor online; (ii) view and print portions of the Operations Manual; (iii) download promotional materials; (iv) communicate with Franchisor and other System franchisees; and (v) participate in online training. Franchisee agrees to use the facilities of any such area computer network, intranet system or extranet system in strict compliance with the standards, protocols, and restrictions that Franchisor includes in the Operations Manual, including those related to the encryption of Confidential Information and prohibitions against the transmission of libelous, derogatory or defamatory statements.

7.10 Personal Conduct. Franchisee agrees to refrain from committing any act or pursuing any course of conduct that tends to bring Franchisor's Proprietary Marks or System into disrepute.

7.11 Best Efforts. Franchisee must use best efforts to promote and increase the demand for the goods and services of the Casago Business. All of Franchisee's advertising and promotion shall be completely factual and shall conform to the highest standards of ethical advertising as well as Franchisor's brand standards. Franchisee agrees to refrain from any business or advertising practice which may be injurious to the Casago Business or the goodwill associated with the Proprietary Marks and System.

7.12 Payment of Debts. Franchisee is solely responsible for selecting, retaining and paying Franchisee's employees; the payment of all invoices for the purchase of goods for use in the Casago Business; and determining whether, and on what terms, to obtain any financing or credit which Franchisee deems advisable or necessary for the conduct of the Casago Business. Franchisee agrees to pay all current obligations and liabilities to suppliers, lessors and creditors on a timely basis. Franchisee agrees to indemnify Franchisor in the event that Franchisor elects to pay any of Franchisee's obligations in order to preserve the relationship between System Suppliers and System franchisees. Franchisee agrees to make prompt payment of all federal, state and local taxes, including individual and corporate taxes, sales and use taxes, franchise taxes, gross receipts taxes, employee withholding taxes, FICA taxes, and personal property and real estate taxes, arising from Franchisee's operation of the Casago Business. Franchisee agrees to indemnify Franchisor in the event that Franchisor is held responsible for these taxes.

7.13 Compliance with Applicable Laws. Franchisee must comply with all applicable federal, state and local laws, ordinances and regulations regarding the construction, design and operation of the Casago Business (including, without limitation, all regulations relating to occupational hazards and health, consumer protection, trade regulation, worker's compensation, unemployment insurance, withholding and payment of federal and state income taxes, social security taxes and sales, use and property taxes, classification of employees and independent contractors, and the applicable provisions of the Americans with Disabilities Act). Franchisee expressly acknowledges that Franchisor has not researched the specific laws and regulations applicable to Franchisee's Casago Business, and that Franchisee is solely responsible for compliance with such laws and regulations. Franchisee will have sole authority and control over the day-to-day operations of the Casago Business and Franchisee's employees and/or independent contractors. Franchisee agrees to be solely responsible for all employment decisions and to comply with all state, federal, and local hiring laws and functions of the Casago Business, including without limitation, those related to hiring, firing, training, wage and hour requirements, compensation, promotion, record-keeping, supervision, and discipline of employees, paid or unpaid, full or part-time. At no time will Franchisee or Franchisee's employees be deemed to be employees of Franchisor or Franchisor's affiliates.

7.14 Trade Secrets and Confidential Information. Franchisee must maintain the confidentiality of all Confidential Information as set forth in Section 5 of this Agreement.

7.15 Image. Franchisee acknowledges that Franchisor has developed the System to offer services which will distinguish the Casago Business from other property management businesses that offer similar services at different prices and with less attention paid to the quality of services and customer service. Franchisee agrees to offer services and to conduct the Casago Business in such a manner which will serve to emulate and enhance the image Franchisor intended for the

System. Franchisee further acknowledges and agrees that each aspect of the System is important not only to Franchisee but also to Franchisor and to other System franchisees in order to maintain the highest operating standards, achieve system wide uniformity and increase the demand for the services rendered by System franchisees. Franchisee agrees to comply with the standards, specifications and requirements Franchisor sets forth in order to uniformly convey the distinctive image of a Casago Business. Franchisee shall, in the operation of the Casago Business, use only displays, forms and other specified materials imprinted with the Proprietary Marks and colors as prescribed from time to time by Franchisor.

7.16 Pending Actions. Franchisee shall notify Franchisor, in writing, within five (5) days of the commencement of any action, suit or proceeding or the issuance of any order, suit or proceeding of any court, agency or other government instrumentality, including the receipt of any notice or citation, which may adversely affect the operation or financial condition of Franchisee or the Casago Business.

7.17 Agreements with Customers. Prior to providing any services to any customers, Franchisee will provide to that customer any information or disclosures required by Franchisor or otherwise by law. Franchisee will fully comply with any warranty or guarantee program implemented by Franchisor, and Franchisee will not misrepresent or omit to state any required warranty or guarantee. Franchisee will resolve all customer complaints and disputes directly with customers, and will make every reasonable effort not to involve Franchisor in those disputes. Franchisee may request Franchisor's assistance to resolve disputes or other issues between Franchisee and its customers. Franchisor, in its sole discretion, may, but has no obligation, to provide Franchisee with assistance in response to such requests. In the event Franchisee requests, and Franchisor agrees, to provide such assistance, Franchisee hereby expressly acknowledges and agrees that Franchisor may take any actions it deems necessary in its sole discretion to resolve such disputes. Franchisor, in its sole discretion, whether or not requested to by Franchisee, has the right to take actions to settle any customer dispute, including financial settlements, or having a different franchisee work to try to resolve any such disputes. Franchisee shall be responsible for the costs and remedies of Franchisor's decisions. Franchisee shall indemnify Franchisor for all losses or damages arising from or related to Franchisor's intervention on Franchisee's behalf pursuant to this Section 7.17.

7.18 Homeowner Lists and Contracts. Franchisee must (i) maintain (a) a list of all current and former homeowners to whom it has provided property management services and any other data associated with homeowners that Franchisor designates for use in connection with the System, (b) contact information for such homeowner, and (c) copies of any contracts or agreements entered into with such homeowners; and (ii) make such lists and contracts available to Franchisor upon request. Franchisee must promptly provide this information, which is deemed "Confidential Information" hereunder, to Franchisor upon expiration or termination of this Agreement for any reason. Upon termination or expiration of this Agreement, regardless of the cause, Franchisee shall not use such information, or transfer or disclose such information to any third-party, for any competitive purpose. Franchisor reserves the right to require Franchisee to use one or more prescribed forms of property management contracts or require the incorporation of certain provisions in Franchisee's property management contracts. Except as expressly authorized in writing by Franchisor, Franchisee shall not sell, assign, transfer, delegate, or otherwise convey (whether voluntarily, by operation of law, or otherwise) any property management contract with a homeowner, or any rights or obligations under any such contract or agreement, to any third party

(including any affiliate of Franchisee). Any attempted transfer in violation of this Section is voidable at Franchisor's election and shall constitute a material breach of this Agreement. For clarity, granting a security interest in accounts or contract proceeds to a lender does not constitute a transfer of the underlying homeowner contract, provided Franchisee remains responsible for performance and no foreclosure or assignment occurs without Franchisor's prior written consent.

7.19 Forms of Client Payment. Franchisee will maintain agreements or arrangements with any financial institution or credit/debit card issuer or sponsor designated by Franchisor, so that the Casago Business may accept customers' credit cards, debit cards, checks, and other methods of payment designated by Franchisor.

7.20 Personal Participation by Designated Manager. Franchisee's Designated Manager must personally participate in the direct management operation of the Casago Business on a full-time basis to manage the day-to-day operations of the Casago Business. The Designated Manager must successfully complete the Initial Training Program prior to assuming any management responsibilities in connection with the Casago Business. Franchisee shall be solely responsible for all aspects of the operation of the Casago Business and ensuring that all the terms, conditions, and requirements contained in this Agreement and in the Operations Manual are met and kept.

7.21 Employment Decisions. Franchisee agrees to be solely responsible for all employment decisions and to comply with all state, federal, and local hiring laws and functions of the Casago Business, including without limitation, those related to hiring, firing, training, wage and hour requirements, compensation, promotion, record-keeping, supervision, and discipline of employees, paid or unpaid, full or part-time. Franchisee's employees must be competent, conscientious, and properly trained.

7.22 Pricing. To the extent permitted by applicable law, Franchisor may periodically set any price or rate that Franchisee must charge, or a maximum or minimum price or rate that Franchisee may charge, for products and services offered by the Casago Business. For any product or service for which Franchisor does not impose a certain price or rate, or a maximum or minimum price or rate, Franchisor may, to the maximum extent permitted by applicable law, require Franchisee to comply with any policy adopted by Franchisor which prohibits Franchisee from advertising or listing any price for a product or service that is different from the price designated by Franchisor. Franchisee shall comply with all standards and specifications related to listings and booking prices and rates as may be set forth in the Operations Manual.

7.23 Minimum Growth Targets. Franchisee must meet the minimum growth targets set forth on the Data Sheet (the "Minimum Growth Targets") for both Gross Rental Revenue and number of properties under Franchisee's management. Following Franchisee's failure to achieve the Minimum Growth Targets in any two consecutive quarters, or in more than three total quarters during the term of this Agreement, Franchisor may, at any time upon notice to Franchisee, exercise any one or more of the following rights: (a) terminate this Agreement; (b) reduce the Territory to a size determined by Franchisor; or (c) in addition to any other marketing related requirements arising under this Agreement, require that Franchisee expend a monthly minimum amount established by Franchisor for the marketing of Franchisee's Casago Business.

7.24 Booking Channels. Franchisee shall participate in all property listing and booking websites and other channels ("Booking Channels") that Franchisor specifies in the Operations

Manual (“Required Booking Channels”). Franchisee shall comply with all requirements and guidelines set forth in this Agreement and the Operations Manual related to Required Booking Channels or any other Booking Channels including, to the extent permitted by applicable law, those concerning listing price.

7.25 Existing Operators. If Franchisee is an Existing Operator, Franchisee shall comply with all standards and specifications set forth in the Operations Manual that are specific to Existing Operators and conversion franchisees.

7.26 Personal Information. With respect to information that can be used to identify an individual (“Personal Information”), Franchisee shall collect, use, store, share and otherwise process all Personal Information (i) in compliance with all applicable laws, rules and regulations and (ii) solely for purposes of operating the Casa Business in accordance with this Agreement and complying with Franchisee’s obligations under this Agreement. Franchisee shall take such actions and execute such instruments that, at any time, may be determined by Franchisor to be necessary in order for Franchisor to comply with applicable laws, rules and regulations related to Personal Information. Without limiting the foregoing, Franchisee shall provide all cooperation and assistance as may be requested by Franchisor to: (A) respond to consumer data requests with respect to Personal Information related to the Casago Business; and (B) resolve any data breach or other security incident involving Personal Information related to the Casago Business.

7.27 Non-Interference with Property Management Contracts. Franchisee shall not, directly or indirectly, solicit or induce the termination, nonrenewal, or transfer of any then-existing property management contract between a homeowner and any other franchisee or licensee in the System. Franchisee shall not knowingly enter into a property management contract for any property subject to such an existing contract, unless Franchisor first gives its written consent. This Section applies without regard to territorial boundaries but does not prohibit Franchisee from generally advertising or otherwise competing for business not subject to an existing property management contract.

8. TRAINING

8.1 Initial Training Program. Franchisee’s Designated Manager shall attend and complete to Franchisor’s satisfaction, Franchisor’s Initial Training Program. Franchisor provides the Initial Training Program to the Designated Manager, and all others attending the training with the Designated Manager, tuition free so long as all individuals attend at the same time. If all individuals do not attend the Initial Training Program at the same time, Franchisor reserves the right to charge its then-current initial training fee for any persons that attend at a later time (“Initial Training Fee”). The Initial Training Fee is subject to increase from time to time by Franchisor, but will not be increased by more than 20% over any three-year period. All training shall be held at Franchisor’s Casago University in ~~Puerto Penaseo, Mexico~~ Portland, Oregon or another site designated by Franchisor. Franchisor also reserves the right to conduct training virtually if Franchisor deems appropriate. All training related expenses, including Franchisee’s and its employees’ transportation to and from the training site, as well as their lodging, meals, and wages during training, are Franchisee’s sole responsibility. The Initial Training Program lasts approximately five (5) days, not including travel days. Franchisee shall complete the Initial Training Program to Franchisor’s satisfaction prior to commencing operations of the Casago Business. Franchisor may, in its sole discretion, reduce the length of the Initial Training Program for franchisees with an existing business that is being converted to a Casago Business, as Franchisor deems appropriate. Franchisee’s initial

Designated Manager must attend and complete Franchisor's Initial Training Program to Franchisor's satisfaction prior to Franchisee commencing operation of the Casago Business.

Should the Designated Manager or another individual fail to complete the Initial Training Program to Franchisor's satisfaction, at Franchisor's option, the respective person may repeat the course. Franchisor may charge its then-current Initial Training Fee for such repeat training. Failure by Franchisee to complete the Initial Training Program to Franchisor's satisfaction is a cause for termination of this Agreement and Franchisor may terminate this Agreement.

8.2 On-Site Training. In addition to the Initial Training Program set forth above, Franchisor ~~will~~may provide Franchisee with virtual or on-site training ("On-Site Training") by one or more of Franchisor's representatives for up to three (3) days to support the market launch at a location designated by Franchisor in the Territory or such other location to which the parties mutually agree around the time that Franchisee commences operations of the Casago Business or as soon as inventory is acquired. During the On-Site Training, Franchisor will assist Franchisee and Franchisee's staff with getting the Casago Business up and running. Franchisee will be responsible for the reasonable expenses and lodging costs for Franchisee's representatives to conduct On-Site Training at Franchisee's location.

8.3 Training of Additional Personnel. Franchisee is responsible for training its employees. Only Franchisor-provided training materials may be used by Franchisee in training Franchisee's personnel. Updated training materials will be provided to Franchisee by Franchisor as they are developed. All training materials provided to Franchisee by Franchisor shall at all times remain Franchisor's property and Confidential Information, and Franchisee agrees not to challenge Franchisor's or Franchisor's affiliates' title or rights in or to the training materials. Franchisee may not make any disclosure, duplication or other unauthorized use of any portion of the training materials.

9. INSURANCE

Franchisee agrees to purchase and maintain such insurance covering the operation and location of the Casago Business as Franchisor may designate from time to time in the Operations Manual or otherwise in writing from time to time. Franchisee agrees to provide Franchisor with proof of coverage on demand. Franchisee agrees to obtain these insurance policies from insurance carriers that are rated "A-VI" or better by Alfred M. Best & Company, Inc. and that are licensed and admitted in the state in which Franchisee operates its Casago Business. All insurance policies must: (i) name Franchisor and its parent company as additional insureds; and (ii) contain a waiver by the insurance carrier of all subrogation rights against Franchisor. Franchisee must submit proof of insurance before making leasehold improvements and deliver a complete copy of Franchisee's then-prevailing policy of insurance within thirty (30) days following the delivery of the certificate of insurance. Furthermore, Franchisee shall be required to provide thirty (30) days prior written notice of the termination, expiration, cancellation or modification of any insurance policy. Franchisor's acceptance of an insurance carrier does not constitute Franchisor's representation or guarantee that the insurance carrier will be capable of meeting claims during the term of the insurance policy. Franchisee also expressly agrees to carry such insurance as may be required by any of Franchisee's lenders, equipment lessors or any other person or entity that Franchisee enters into a contract with. Franchisee must annually, and at such other times as Franchisor may request, submit a certification of insurance which demonstrates compliance with this Section 9 and/or copies of the insurance policies. If Franchisee fails to comply with the minimum insurance requirements set forth herein,

Franchisor has the right to obtain such insurance and keep it in force and effect and Franchisee shall pay Franchisor, on demand, the premium cost thereof and an administrative fee of fifteen percent (15%) of the premiums. Franchisor has the right to increase or otherwise modify the minimum insurance requirements upon prior written notice to Franchisee, and Franchisee shall comply with any such modification within the time specified in said notice.

Franchisor shall require homeowners whose properties it manages and/or renters of such properties to maintain such insurance as Franchisor designates in the Operations Manual or elsewhere in writing.

10. FINANCIAL RECORDS AND REPORTS

Franchisee must maintain for at least seven (7) fiscal years from their preparation complete financial records for the operation of the Casago Business in accordance with U.S. generally accepted accounting principles and upon request must provide Franchisor with: (i) a monthly report signed by Franchisee and in the form Franchisor specifies, which contains the sales information pertaining to the preceding month including, without limitation, a summary of all monies received during the relevant period categorized by service, as well as counts of clients, leads, and such other additional information which Franchisor deems necessary to properly evaluate Franchisee's progress; (ii) a quarterly balance sheet and profit and loss statement, within fifteen (15) days following the end of each quarter, in a format specified by Franchisor, including a standard chart of accounts; (iii) annual financial reports and operating statements in the form Franchisor specifies, prepared by a certified public accountant or state licensed public accountant, within ninety (90) days after the close of each of Franchisee's fiscal years; (iv) state and local sales tax returns or reports and federal, state and local income tax returns for each year in which Franchisee's Casago Business is operated, within thirty (30) days after their timely completion; and (v) such other reports as Franchisor may from time to time require, in the form and at the time Franchisor prescribes. Franchisee's fiscal year must be on a calendar year basis. To assist Franchisee in recording and keeping accurate and detailed financial records for reports and tax returns, Franchisor, at Franchisor's discretion, may specify the form in which the business records are to be maintained, provide a uniform set of business records for Franchisee to use, and specify the type of equipment to be used in connection with the Casago Business. Franchisor shall have full access to all of Franchisee's data, System, and related information by means of direct access.

11. BOOKS AND RECORDS

During the term of this Agreement and for three (3) years thereafter, Franchisee must maintain accurate business records, reports, accounts, books and data relating to the operation of Franchisee's Casago Business. Franchisor and Franchisor's designees have the right to inspect and/or audit Franchisee's business records, which includes Franchisee's call logs related to the Casago Business, at any time during normal business hours, to determine whether Franchisee is current with suppliers and is otherwise operating in compliance with the terms of this Agreement and the Operations Manual. If any audit reveals that Franchisee understated Franchisee's Royalty or any other payments due to Franchisor, or Franchisee's local advertising expenditures, Franchisee must pay the reasonable cost of such audit and/or inspection, including the cost of outside auditors and attorneys (to the extent Franchisor incurs such costs), together with any amounts due for Royalty and other fees as a result of such underreporting and/or failure to submit reports, along with all late fees and interest which may otherwise be due under this Agreement.

12. ADVERTISING

12.1 Generally. Franchisor may make available to Franchisee from time to time, at Franchisee's expense, certain promotional materials. Franchisee must participate in certain promotions, trade events and advertising programs that Franchisor establishes. Franchisee's requirement to participate in advertising and promotion will be determined by either its local marketing requirements and/or by Franchisor.

Franchisor may require Franchisee to obtain Franchisor's approval for any advertising materials it uses in connection with its Casago Business. Franchisor may require Franchisee to discontinue the use of any advertising or marketing material, within time frames prescribed by Franchisor, at Franchisee's sole cost and expense. Franchisee will ensure that its local advertising and promotions reflect favorably on and do not disparage the Proprietary Marks, Franchisor, and any other franchisee.

12.2 Territorial Advertising Restriction. Franchisee may market and advertise for homeowner acquisitions solely within Franchisee's Territory. Additionally, Franchisee may use the Proprietary Marks and System in connection with property management services for customers located within reasonable proximity to the Territory and not within another Casago franchisee's Territory. In the event Franchisee is contacted by a potential customer that owns a residence in a Territory granted to another Casago franchisee, Franchisee must refer the customer to that franchisee, and if that franchisee declines the customer, Franchisee may provide services to the customer only with Franchisor's prior written permission. Franchisee may only use the Proprietary Marks and System to market their services to properties located within their Territory. Franchisee may not advertise the Casago Business or any products or services offered by the Casago Business via the Internet or any other means of e-commerce, except as permitted in Section 12.3 below.

12.3 Internet Website. Franchisee must have and maintain adequate hardware and software in order to access high speed Internet, such that Franchisee is able to access Franchisor's Designated Software. Franchisee is prohibited, however, from establishing any website or other presence on the Internet, except as provided herein.

12.3.1 Franchisor has established an Internet website that provides information about the System and the services offered by Casago Businesses. Franchisor shall have sole discretion and control over the website (including timing, design, contents and continuation).

12.3.2 Franchisor shall create an interior page on its website(s) or a separate Franchisor-created website that contains information about Franchisee's Casago Business. Franchisor reserves the right to require Franchisee to prepare and maintain all of the information, links, videos, images, etc. needed for Franchisee's page, at Franchisee's expense, using a template that Franchisor provides. All such information will be subject to Franchisor's approval prior to posting.

12.3.3 Franchisee is permitted to create websites and social media accounts designated by Franchisor (which may include Facebook, Instagram and other platforms that Franchisor identifies in the Operations Manual) to contain Franchisee's Casago Business-related advertising content ("Permitted Webpages"); provided, however, that the following shall apply to Franchisee's use of Permitted Webpages:

12.3.3.1 Franchisor may require that it has administrative access to any Permitted Webpages.

12.3.3.2 Franchisor may require Franchisee to include links to Franchisor's websites on its Webpages.

12.3.3.3 Franchisor may require Franchisee to include links to Franchisor's online reservation system and similar systems, may require that Franchisee use such systems as its exclusive means of taking online direct reservations, and may prohibit Franchisee from displaying competing systems on its Permitted Webpages.

12.3.3.4 Franchisee may post content to the Permitted Webpages without submitting to Franchisor for prior approval so long as posts are consistent with marketing and social media training Franchisor may provide and the guidelines set forth in the Operations Manual or elsewhere in writing, which Franchisor may modify from time to time. Franchisee's Permitted Webpages shall only contain content relevant to Franchisor's mission and must meet Franchisor's standards and otherwise support Franchisor's brand, image and methodologies. Franchisor reserves the right to demand that Franchisee remove any nonconforming Permitted Webpages or content, to delete the link to Franchisee's Permitted Webpages from Franchisor's website, and/or to revoke Franchisee's right to continue using such Permitted Webpages, if Franchisor determines in its sole discretion that the content of Franchisee's Permitted Webpages is detrimental to Franchisor's brand and image.

12.3.3.5 Franchisee must establish and operate the Permitted Webpages in accordance with System standards and any other policies Franchisor designates in the Operations Manual or otherwise in writing from time to time, including but not limited to Franchisor's Internet privacy policies.

12.3.3.6 Franchisee shall utilize any templates that Franchisor provides to Franchisee to create and/or modify the Permitted Webpages.

12.3.4 Except Franchisee's Permitted Webpages, or as approved in advance in writing by Franchisor, Franchisee must not establish or maintain a separate website, splash page, profile or other presence on the Internet, or otherwise advertise on the Internet or any other public computer network in connection with the Casago Business. Any URL or domain name that franchisee proposes to use for a Permitted Webpage or otherwise in connection with the Casago Business shall be subject to Franchisor's approval as well as any applicable guidelines established by Franchisor in the Operations Manual.

12.3.5 Franchisor shall have the right to modify the provisions of this Section 12.3 relating to Internet websites as Franchisor deems necessary or appropriate in the best interest of the System.

12.3.6 Franchisee acknowledges that Franchisor and/or Franchisor's affiliates are the lawful, rightful and sole owner of the Internet domain name www.casago.com and any other Internet domain names registered by Franchisor or its affiliates, and Franchisee unconditionally disclaims any ownership interest in such domain names and any similar Internet domain names. Franchisee agrees not to register any Internet domain name in any class or category that contains words used in or similar to any brand name owned by Franchisor or Franchisor's affiliates, or any

abbreviation, acronym, phonetic variation or visual variation of those words.

12.4 Grand Opening Advertising. During the first sixty (60) days of operation, or a different time period that Franchisor specifies, Franchisee must spend at least between Two Thousand Dollars (\$2,000.00) and Five Thousand Dollars (\$5,000.00) (the “Grand Opening Marketing Requirement”) in order to implement a grand opening marketing campaign for the Casago Business (the “Grand Opening Marketing Campaign”), subject to Franchisor’s prior approval. Notwithstanding the foregoing, Franchisor reserves the right to require that Franchisee pay the Grand Opening Marketing Requirement directly to Franchisor and implement the Grand Opening Marketing Campaign on Franchisee’s behalf. If, at the time Franchisee executes this Agreement, Franchisee is an Existing Operator or has at least \$1,000,000 in annual rent revenue, the Grand Opening Marketing Requirement will be waived.

12.5 Marketing Fund. Franchisee will participate in and contribute monthly to Franchisor’s marketing fund (the “Marketing Fund”) in an amount equal to one-half percent (0.5%) of Franchisee’s Gross Rental Revenue (the “Fund Contribution”), which Franchisor may increase up to one percent (1%) of Franchisee’s Gross Rental Revenue upon notice in its discretion. Franchisee must pay the Fund Contribution in the same manner and time as the Monthly Royalty fees due under this Agreement.

12.5.1 Franchisor will use contributions to the Marketing Fund, in Franchisor’s sole discretion, to develop, produce and distribute national, regional and/or local advertising and to create advertising materials and public relations programs which promote the products and services offered by the System. Franchisor will select the advertising materials and programs in its discretion; provided, however, that Franchisor will make a good faith effort to expend the Marketing Fund’s contributions in the general best interests of the System. Franchisee acknowledges that not all System Franchisees will benefit directly or on a pro rata basis from the Marketing Fund’s expenditures. Franchisor may use the Marketing Fund to satisfy any and all costs of maintaining, administering, directing, preparing, and producing advertising, social media, public relations, including the cost of preparing and producing television, radio, magazine and newspaper advertising campaigns, the cost of direct mail and outdoor billboard advertising; the cost of public relations activities, social media activities, and advertising agencies; the cost of developing and maintaining an Internet website and managing social media and other online advertising; the cost of holding an Annual Conference, the cost of promoting the System at industry conferences; and personnel and other departmental costs for advertising that Franchisor internally administers or prepares. While Franchisor does not anticipate that any part of the Marketing Fund’s contributions will be used for advertising which is principally a solicitation for franchisees, Franchisor reserves the right to use the Marketing Fund’s contributions for public relations or recognition of Franchisor’s brand and for the creation and maintenance of Franchisor’s website, a portion of which can be used to explain the franchise offering and solicit potential franchisees, and to include a notation in any advertisement indicating “Franchises Available.” Sales materials, if developed, may be sold to franchisees at a reasonable cost.

12.5.2 Franchisor may periodically assist franchisees in maintaining high quality standards by conducting customer surveys, customer interviews, and other similar initiatives (“Surveys”). The cost of such programs will be paid from the Marketing Fund. The cost of these programs may be charged directly to Franchisee if Franchisee’s results from a Survey fall below System-established minimum standards for such Surveys.

12.5.3 Franchisor has the right to reimburse itself from the Marketing Fund contributions for such reasonable costs and overhead, if any, as Franchisor may incur in activities reasonably related to the direction and implementation of the Marketing Fund.

12.5.4 Franchisor may, but is not required, to contribute to the Marketing Fund for any company-owned Casago Businesses in the same manner that each franchised Casago Business is required to contribute.

12.5.5 Franchisor will prepare on an annual basis and will have available for Franchisee within 90 days of the end of the fiscal year, a statement of contributions and expenditures for the Marketing Fund, which will be provided to Franchisee upon Franchisee's written request. The Marketing Fund is not required to be independently audited.

12.5.6 Franchisor is under no obligation to conduct any advertising in Franchisee's Territory; however, Franchisor reserves the right to conduct such advertising if it chooses to do so in its sole discretion.

12.5.7 Franchisor will use commercially reasonable efforts to effectively operate all advertising, marketing, and promotions activities, including the Marketing Fund, but Franchisor will have no direct or indirect liability or obligation to Franchisee with respect to the maintenance, direction or administration of the Marketing Fund. Franchisee is not a third-party beneficiary of any other franchise agreement and will have no right to require or enforce any contributions from other franchisees to, or with respect to the administration of, the Marketing Fund. Franchisee has no proprietary right in the Marketing Fund or the media created for it, and Fund Contributions are not held in trust and do not create any trust or fiduciary duties on behalf of Franchisor.

12.6 Regional Advertising and Promotional Cooperative. Franchisor shall have the right, in Franchisor's sole discretion, to designate any geographical area for purposes of establishing a regional advertising and promotional cooperative (a "Cooperative"), and to determine whether a Cooperative is applicable to Franchisee's Casago Business. Franchisor has the right to require that a Cooperative and/or franchisee advisory council be formed, changed, dissolved or merged. If a Cooperative has been established applicable to Franchisee's Casago Business at the time Franchisee begins operating under this Agreement, Franchisee must immediately become a member of such Cooperative. If a Cooperative applicable to the Casago Business is established at any later time during the term of this Agreement, Franchisee must become a member of such Cooperative no later than thirty (30) days after the date on which the Cooperative begins operation. If the Casago Business is within the territory encompassed by more than one Cooperative, Franchisee is required to be a member of only one such Cooperative. The following provisions will apply to each Cooperative:

12.6.1 Each Cooperative will be organized and governed in a form and manner, and will commence operation on a date, approved in advance by Franchisor;

12.6.2 Each Cooperative will be organized for the exclusive purpose of administering regional advertising programs and standardizing advertising materials for use by the members in local advertising;

12.6.3 No promotional or advertising plans or materials may be used by a

Cooperative or furnished to its members without Franchisor's prior approval;

12.6.4 Such contributions shall not exceed the Local Marketing Requirement described in Section 12.7;

12.6.5 By the fifteenth (15th) day of each month, Franchisee must submit to the Cooperative, its respective contribution for the preceding month, as provided in this Agreement, together with such other statements or reports as Franchisor may require or as may be required by the Cooperative with Franchisor's approval;

12.6.6 All activities and decisions of the Cooperative shall be determined by a majority vote of the member franchisees in the Cooperative; and

12.7 Local Marketing. In consultation with Franchisee, Franchisor will develop a local marketing plan (the "Local Marketing Requirement") that Franchisee must implement. The Local Marketing Requirement will include a minimum monthly marketing spend by Franchisee based on factors such as Franchisee's advertising and promotional goals, size of market, market opportunity and revenue goals. The Local Marketing Requirement may include local advertising and promotions as Franchisor prescribes in the Operations Manual or otherwise in writing, which may include, without limitation, requirements for placing a certain number and/or type(s) of media advertisements. Franchisee acknowledges and agrees that Franchisee's Local Marketing Requirement must be met regardless of the amount(s) spent by other System franchisees on local advertising. The amount set by Franchisor that Franchisee is required to spend under the Local Marketing Requirement in any year will not exceed 1% of Franchisee's Gross Rental Revenue in the prior calendar year; provided that with respect to Franchisee's first operating year under this Agreement, the amount each month will not exceed 1% of Franchisee's Gross Rental Revenue for the prior month. Franchisee may spend any additional sums Franchisee wishes on local advertising and promotions. If any advertising material is deemed by Franchisor to be inappropriate, off brand or detrimental to the Franchisor's Brand, all use of the material must cease and Franchisee shall be required to replace it with appropriate materials. If Franchisee is a new or Existing Operator generating less than the minimum Gross Rental Revenue threshold Franchisor designates, or if Franchisee fails to achieve the Minimum Growth Targets in any two consecutive quarters, or in more than three total quarters during the term of this Agreement, Franchisee will be required to participate in the "Owner Marketing Service", as designated by Franchisor, and ~~expend all or some portion (pay a fee to Franchisor, in an amount~~ as Franchisor designates) ~~of (not to exceed \$5,000 per month), above~~ the Local Advertising Requirement on designated activities or materials that are provided by Franchisor's designated or approved supplier(s) for these types of services. The Local Marketing Requirement is not required during the Grand Opening period (first 60 days after opening).

13. INDEPENDENT CONTRACTOR; INDEMNIFICATION

13.1 Independent Contractor Status. Franchisee is an independent contractor responsible for full control over the internal management and daily operation of Franchisee's Casago Business, and neither party to this Agreement is the agent, principal, partner, employee, employer or joint venture partner of the other party. Franchisee may not act or represent itself, directly or by implication, as Franchisor's agent, partner, employee or joint venture partner, and Franchisee may not incur any obligation on Franchisor's behalf or in Franchisor's name. All stationery, business cards and contractual agreements entered into by Franchisee shall contain Franchisee's corporate or

fictitious name and a conspicuously displayed notice, in the place Franchisor designates, that Franchisee operates Franchisee's Casago Business as an independently owned and operated Casago Business and that Franchisee independently owns and operates the Casago Business as a System franchisee. At Franchisor's request, Franchisee must prominently display a "Franchises Available" sign in the form Franchisor prescribes and in the place that Franchisor designates. Nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name; and Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall Franchisor be liable by reason of any of Franchisee's acts or omissions in the operation of the Casago Business or for any claim or judgment arising therefrom against Franchisee or Franchisor. Neither this Agreement nor Franchisor's course of conduct is intended, nor may anything in this Agreement (nor Franchisor's course of conduct) be construed, to state or imply that Franchisor is the employer of Franchisee's employees and/or independent contractors.

13.2 Indemnification. Franchisee and Franchisee's principals agree to indemnify, defend and hold harmless Franchisor, its affiliates and their respective members, shareholders, directors, officers, employees, agents, successors and assignees ("Indemnitees") from and against, and to reimburse them for all claims, obligations, liabilities, losses, costs, expenses and damages (collectively, "Claims"), including any and all taxes, attorneys' fees and litigation ~~expenses~~expenses, directly or indirectly arising out of, in whole or in part: (i) the operation of Franchisee's Casago Business, including, without limitation, the management and day-to-day operations of the Casago Business, the sale or provision of any product or service offered or sold by the Casago Business, Franchisee's advertising, and the activities of any employee, agent or contractor of the Casago Business; (ii) Franchisee's use of the Proprietary Marks; (iii) the transfer of any interest in this Agreement or Franchisee's Casago Business in any manner not in accordance with this Agreement; (iv) the infringement, alleged infringement, or any other violation or alleged violation by Franchisee or any of Franchisee's principals of any patent, mark or copyright or other proprietary right owned or controlled by third parties; (v) libel, slander or any other form of defamation of Franchisor, the System or any franchisee operating under the System, by Franchisee or by any of Franchisee's principals; or (vi) any breach by Franchisee of this Agreement. Franchisor shall have the right, though not the obligation, to defend any such Claim against it in such manner as Franchisor deems appropriate or desirable in Franchisor's sole discretion. Such an undertaking by Franchisor shall, in no manner or form, diminish Franchisee's and each of Franchisee's principals' obligation to indemnify the Indemnitees and to hold them harmless. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

14. SALE OR TRANSFER

14.1 Transfer. Franchisee's rights under this Agreement are personal, and Franchisee shall not, directly or indirectly, through one transaction or a series of related transactions, sell, transfer, assign or encumber Franchisee's interest in the Casago Business or this Agreement without Franchisor's prior written consent. Any sale, transfer, assignment or encumbrance made without Franchisor's prior written consent shall be voidable at Franchisor's option and shall subject this Agreement to termination as specified herein.

14.2 Death or Disability.

14.2.1 Transfer Upon Death or Disability. Upon the death or disability of an

individual Franchisee or, if Franchisee is a closely held entity, upon the death or disability of any owner of such entity (each, a “Transferring Party”), the Transferring Party’s executor, administrator, conservator, guardian, or other personal representative must transfer the Transferring Party’s interest in this Agreement or the Franchisee, as applicable, only to a third party (which may be the Transferring Party’s heirs, beneficiaries, or devisees) that Franchisor has approved, in Franchisor’s sole discretion. That transfer must be completed within a reasonable time, not to exceed six (6) months from the date of death or disability, and is subject to all of the terms and conditions in this Section 14. If Franchisee is a closely held entity and has more than one (1) principal, upon a principal’s death, the remaining living principals may continue operation of the Casago Business while the transfer is being finalized (but is still subject to the transfer provisions of Section 14). A failure to transfer Franchisee’s interest in this Agreement within this time period is a breach of this Agreement. The term “disability” means a mental or physical disability, impairment, or condition that is reasonably expected to prevent or actually does prevent Franchisee from supervising the management and operation of the Casago Business.

14.2.2 Operation Upon Death or Disability. If, upon Franchisee’s death or disability, a Designated Manager is not managing the Casago Business, Franchisee’s executor, administrator, conservator, guardian, or other personal representative must within a reasonable time, no later than thirty (30) days from the date of death or disability, appoint a manager that Franchisor approves. The manager must complete Franchisor’s standard training program at Franchisee’s expense. If, in Franchisor’s judgment, the Casago Business is not being managed properly any time after Franchisee’s death or disability, Franchisor may, but need not, assume the Casago Business’s management (or appoint a third party to assume its management). Franchisor may charge Franchisee (in addition to the Royalty, Fund Contribution, and other amounts due under this Agreement) a reasonable amount of compensation, plus Franchisor’s (or the third party’s) direct out-of-pocket costs and expenses, if Franchisor (or a third party) assumes the Casago Business’s management under this subparagraph. Provided Franchisor is not grossly negligent and does not commit an act of willful misconduct, Franchisor will not be liable to Franchisee or its owners for any debts, losses, or obligations the Casago Business incurs, or to any of Franchisee’s creditors for any products, other assets, or services the Casago Business purchases, while Franchisor (or a third party) manages it. Franchisor’s assumption of the Casago Business’s management will be for no more than ninety (90) day intervals. Franchisor will reevaluate the situation at the end of each such interval in consultation with Franchisee.

14.3 Ownership Changes. Without limiting Section 14.1 above, a sale, transfer or assignment requiring Franchisor’s prior written consent hereunder shall include: (a) any sale or transfer of all or substantially all of the assets of the Casago Business; (b) any assignment, sale, pledge, or transfer of a direct or indirect controlling equity interest in Franchisee; (c) any merger, consolidation, issuance of equity, reorganization or similar transaction that results in a direct or indirect change in control of Franchisee; or (d) any other transaction that result in a change in the beneficial ownership or record ownership of more than fifty percent (50%) of the voting securities of the Franchisee. Unless otherwise agreed in writing by Franchisor, any new direct or indirect beneficial or record owner of Franchisee will be required to personally guarantee Franchisee’s obligations under this Agreement. Franchisee shall ensure that its governing documents, and any certificated securities, include a legend that recites the restrictions set forth in this Section 14.3.

14.3.1 Conditions for Approval. The decision of whether to approve any sale, assignment or other transfer requiring Franchisor’s consent hereunder shall be made in Franchisor’s sole and absolute discretion. Franchisor may condition Franchisor’s approval of any such proposed

sale or transfer upon satisfaction of the following occurrences:

14.3.1.1 All of Franchisee's accrued monetary obligations to Franchisor, Franchisor's affiliates, and Franchisor's designated suppliers and vendors, are satisfied;

14.3.1.2 Franchisee must cure all existing defaults under this Agreement, or any other agreement between Franchisee and Franchisor, Franchisor's affiliates, or Franchisor's designated suppliers and vendors, within the period permitted for cure, and must have substantially complied with such agreements during their respective terms;

14.3.1.3 Franchisee and the transferee (if it has had any previous relationship with Franchisor or Franchisor's affiliates) must execute a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and Franchisor's affiliates and their respective officers, directors, shareholders and employees, in their corporate and individual capacities; provided, however, the release shall not be inconsistent with any applicable state statute regulating franchising;

14.3.1.4 Franchisee or transferee shall provide Franchisor a copy of the executed purchase agreement relating to the proposed transfer with all supporting documents and schedules, including transferee's assumption of and agreement to faithfully perform all of Franchisee's obligations under this Agreement;

14.3.1.5 The transferee shall demonstrate to Franchisor's satisfaction that the transferee meets Franchisor's educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to conduct the business to be transferred; and has adequate financial resources and capital to meet the performance obligations under this Agreement;

14.3.1.6 The transferee shall execute Franchisor's then-current form of franchise agreement for the unexpired term of this Agreement;

14.3.1.7 The transferee shall satisfactorily complete Franchisor's training program at the transferee's sole expense within the time frame required by Franchisor;

14.3.1.8 Franchisee must comply with any and all applicable post-termination provisions of this Agreement;

14.3.1.9 The transferee must obtain, within the time limits set by Franchisor, and maintain thereafter, all permits and licenses required for the operation of the Casago Business;

14.3.1.10 To the extent required by the terms of any leases or other agreements related to the Casago Business, the lessors or other parties thereto must have consented to the proposed transfer;

14.3.1.11 The transfer must be made in compliance with any laws that apply to the transfer, including state and federal laws governing the offer and sale of franchises;

14.3.1.12 The purchase price and terms of the proposed transfer are not so

burdensome to the prospective transferee as to impair or materially threaten its future operation of the Casago Business and the transferee's performance under its franchise agreement;

14.3.1.13 Franchisee must request that Franchisor provide the prospective transferee with Franchisor's current form of franchise disclosure document;

14.3.1.14 Franchisor's approval of the transfer shall not constitute a waiver of any claims Franchisor may have against Franchisee;

14.3.1.15 Franchisor may disclose to any prospective transferee such revenue reports and other financial information concerning Franchisee and Franchisee's Casago Business that Franchisee supplied to Franchisor;

14.3.1.16 In any event, Franchisor may withhold or condition Franchisor's consent to any transfer as Franchisor deems appropriate based on the circumstances of the transfer or otherwise; and

14.3.1.17 Franchisee is responsible for payment of all commissions or other monies due from the sale of the Casago Business if: (i) Franchisee listed the Casago Business with a broker; or (ii) transferee is referred to Franchisor by a broker lead referral network or otherwise.

14.4 Transfer to a Corporation or Limited Liability Company. If Franchisee is an individual and desires to assign its rights under this Agreement to a corporation or limited liability company, and if all of the following conditions are met, Franchisor will consent to the transfer without assessing the Transfer Fee (as defined below) if:

14.4.1 The corporation or limited liability company is newly organized and its activities are confined to operating the Casago Business;

14.4.2 Franchisee is, and at all times remains, the owner of fifty one percent (51%) of the outstanding shares of the corporation or a controlling interest in the limited liability company;

14.4.3 The corporation or limited liability company agrees in writing to assume all of Franchisee's obligations hereunder; and

14.4.4 All shareholders of the corporation, or members and managers of the limited liability company, as applicable, personally guarantee prompt payment and performance by the corporation or limited liability company of all its obligations to Franchisor and Franchisor's affiliates, under this Agreement and any other agreement between Franchisee and Franchisor and/or Franchisor's affiliates, and such persons execute a confidentiality and noncompetition agreement as set forth in Section 17.2 hereof.

14.5 Transfer Fee. Prior to transferring the Casago Business or assigning this Agreement to another party, Franchisee must pay a fee (the "Transfer Fee") of an amount equal to 50% of the [then-current](#) Initial Franchise Fee to Franchisor.

14.6 Franchisor's Right to Transfer. Franchisor has the right to sell, transfer, assign and/or encumber all or any part of Franchisor's assets and Franchisor's interest in, and rights and obligations under, this Agreement in Franchisor's sole discretion.

15. BREACH AND TERMINATION

15.1 Automatic Termination. This Agreement shall automatically terminate without notice or an opportunity to cure upon the occurrence of any of the following:

15.1.1 Voluntary Bankruptcy. If Franchisee makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, files or acquiesces in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consents to or acquiesces in the appointment of a trustee or receiver for Franchisee or the Casago Business.

15.1.2 Involuntary Bankruptcy. If proceedings are commenced to have Franchisee adjudicated bankrupt or to seek Franchisee's reorganization under any state or federal bankruptcy or insolvency law, and such proceedings are not dismissed within sixty (60) days, or a trustee or receiver is appointed for Franchisee or the Casago Business without Franchisee's consent, and the appointment is not vacated within sixty (60) days.

15.2 With Notice and Without Opportunity to Cure. Franchisor has the right to terminate this Agreement upon notice without providing Franchisee an opportunity to cure for any of the following breaches or defaults:

15.2.1 Criminal Acts. If Franchisee or Franchisee's principals are convicted of or plead guilty or no contest to any felony, or take part in any criminal misconduct relevant to the operation of Franchisee's Casago Business.

15.2.2 Fraud. If Franchisee or Franchisee's principals commit any fraud or misrepresentation in the operation of Franchisee's Casago Business.

15.2.3 Misrepresentation. If Franchisee or Franchisee's principals make any misrepresentation or omission in connection with Franchisee's franchise application, including but not limited to any financial misrepresentation.

15.2.4 Failure to Complete Training. If Franchisee fails to successfully complete initial training as provided in Section 8.1 hereof.

15.2.5 Repeated Breaches. If Franchisor sends Franchisee two (2) or more written notices to cure pursuant to Sections 15.3 or 15.4 hereof in any twelve (12) month period.

15.2.6 Breach of Other Agreements. If Franchisee or Franchisee's principals or affiliates breach any other agreement with Franchisor or any of Franchisor's affiliates, or threaten any breach of any such agreement, and, if curable, fail to cure such breach within any permitted period for cure.

15.2.7 Misuse of the Proprietary Marks or Confidential Information. If Franchisee or Franchisee's principals materially violate any provision hereof pertaining to Proprietary Marks or

Confidential Information or misuse the Proprietary Marks or Confidential Information.

15.2.8 Violation of Health Code. If Franchisee violates any health, safety or sanitation law, ordinance or regulation, or operates the Casago Business in a manner that presents a health or safety hazard to customers, or the general public.

15.2.9 Violation of In-term Restrictive Covenant. If Franchisee violates the in-term restrictive covenant contained in Section 17.1 hereof.

15.2.10 Liens. If a levy of writ of attachment or execution or any other lien is placed against Franchisee or any of Franchisee's principals or any of their assets which is not released or bonded against within thirty (30) days.

15.2.11 Insolvency. If Franchisee or any of Franchisee's principals become insolvent.

15.2.12 Abandonment. If Franchisee voluntarily or otherwise abandons the Casago Business. The term "abandon" includes any conduct which indicates a desire or intent to discontinue the Casago Business in accordance with the terms of this Agreement and shall apply in any event Franchisee fails to operate the Casago Business for a period of two or more consecutive days without Franchisor's prior written approval.

15.2.13 Unauthorized Products or Services. If Franchisee offers any unauthorized and unapproved training or other products or services at or from the Casago Business.

15.2.14 Unapproved Purchases. If Franchisee uses a supplier, other than a required supplier, for any required products and services.

15.2.15 Proprietary Software. If Franchisee misuses or makes unauthorized use of Franchisor's proprietary software, if any.

15.2.16 Insurance. If Franchisee fails to maintain insurance or to repay Franchisor for insurance paid for by it, or otherwise fails to adhere to the requirements of Section 9 hereof.

15.2.17 Government Regulations. If Franchisee fails, within fifteen (15) days after notification of non-compliance by federal, state or local government authorities, to comply with any law or regulation applicable to the Casago Business.

15.2.18 Government Actions. If any government action is taken against Franchisee that results in any obligation upon Franchisor which in Franchisor's sole judgment is uneconomical, not in the best interests of Franchisor, or would result in Franchisor having an unintended relationship or obligation.

15.2.19 Anti-Terrorist Activities. If Franchisee fails to comply with the provisions of Section 22.6 hereof.

15.2.20 Personal Use of Franchised Business Property. If Franchisee takes for Franchisee's own personal use any assets or property of the Casago Business, employee taxes, FICA, insurance or benefits.

15.2.21 Insufficient Funds. If there are insufficient funds in Franchisee's bank account to cover a check or EFT payment to Franchisor two or more times within any twelve (12) month period.

15.2.22 Failure to Meet Minimum Growth Targets. If Franchisee fails to meet Minimum Growth Targets for two consecutive quarters or more than three total quarters during the term of the Agreement.

15.2.23 Unauthorized Transfer. If Franchisee purports to sell, transfer or otherwise dispose of Franchisee or any interest in the Casago Business in violation of Section 14 hereof.

15.3 Upon 15 Days' Notice to Cure. Franchisor has the right to terminate this Agreement if any of the following defaults remain uncured after providing notice and expiration of the fifteen (15) day cure period:

15.3.1 Nonpayment. If Franchisee fails to pay as and when due any sums owed to Franchisor, any of Franchisor's affiliates, or any of Franchisor's designated suppliers.

15.3.2 Under-reporting of Gross Rental Revenue. If any audit reveals that Franchisee has understated Franchisee's Gross Rental Revenues, Royalty or advertising payments, or Franchisee's local advertising expenditures or if Franchisee has failed to submit timely reports and/or payments for any two (2) reporting periods within any twelve (12) month period, as described in Section 11 hereof.

15.3.3 Endorsement of Checks. If Franchisee fails to immediately endorse and deliver to Franchisor any payments due to Franchisor from any third party that is erroneously remitted to Franchisee.

15.3.4 Failure to Maintain Inventory. If Franchisee fails to maintain sufficient levels of inventory if applicable.

15.3.5 Failure to Open. If Franchisee fails to commence operations of Franchisee's Casago Business within the time prescribed in Section 7.3 hereof.

15.3.6 Failure to Personally Supervise Operations or Employ Adequately Trained Personnel. If Franchisee fails, in Franchisor's sole discretion, to personally supervise the day-to-day operation of the Casago Business or fails to employ one or more Designated Manager(s) to supervise the day-to-day operation of the Casago Business as required under this Agreement.

15.3.7 Quality Control. If Franchisee fails to maintain the strict quality controls reasonably required by this Agreement and/or the Operations Manual or fails to comply with Franchisor's brand standards.

15.3.8 Other Conduct Reflecting Adversely on System. If Franchisee conducts itself in a manner that, although not criminal, reflects adversely on the System, the Proprietary Marks, or the services or products offered through the System.

15.3.9 Licenses and Permits. If Franchisee fails to procure or maintain any licenses,

certifications, or permits necessary for the operation of Franchisee's Casago Business.

15.4 Upon 30 Days' Notice to Cure. Franchisor has the right to terminate this Agreement after providing notice and a thirty (30) day cure period if Franchisee fails to perform or comply with any one or more of the terms or conditions of this Agreement or any ancillary agreements between Franchisee and Franchisor or Franchisor's affiliates; provided that this Section 15.4 shall not prevent Franchisor from exercising any other termination rights referenced in this Section 15 or otherwise set forth in this Agreement.

15.5 Rights upon Breach or Default. In addition to Franchisor's right to terminate this Agreement, and not in lieu of such right or any other rights Franchisor may have against Franchisee, upon a failure to cure any breach or default within the applicable time period set forth herein, Franchisor has the following rights:

15.5.1 Step In Rights. Franchisor may, but is not obligated to, exercise complete authority with respect to the operation of the Casago Business until such time as Franchisor determines, in Franchisor's sole discretion, that the default has been cured and Franchisee is otherwise in compliance with this Agreement. In the event Franchisor exercises the rights described in this Section, Franchisee must reimburse Franchisor for all reasonable costs and overhead, if any, incurred in connection with Franchisor's operation of Franchisee's Casago Business including, without limitations, costs of personnel for supervising and staffing the Casago Business and their travel and lodging accommodations. Franchisee must also pay Franchisor an emergency management fee in the amount up to five percent (5%) of Gross Rental Revenue. If Franchisor undertakes to operate the Casago Business pursuant to this Section, Franchisee agrees to indemnify and hold Franchisor (and Franchisor's representative(s) and employees) harmless from and against any fines, claims, suits or proceedings which may arise out of Franchisor's operation of the Casago Business.

15.5.2 Reduction of Territory Size. Franchisor may, upon written notice to Franchisee, reduce the size of Franchisee's Territory to a size determined in Franchisor's discretion.

15.5.3 Additional Franchisee. Franchisor may, upon written notice to Franchisee, permit another franchisee or licensee to operate a Casago Business using the System and Proprietary Marks in the Territory.

15.6 Nonwaiver. Franchisor's delay in exercising or failing to exercise any right or remedy under this Agreement or Franchisor's acceptance of any late or partial payment due hereunder shall not constitute a waiver of any of Franchisor's rights or remedies against Franchisee.

15.7 Termination Fee. In the event of termination for any default by Franchisee, Franchisee shall immediately pay to Franchisor: (a) all amounts past due to Franchisor pursuant to this Agreement; (b) a fee (the "Termination Fee") equal to the sum of (i) the amount of Monthly Royalties Franchisor would have been entitled to for the remainder of the ten year term of the Agreement, assuming Franchisee had met its Gross Rental Revenue Minimum Growth Targets, and (ii) all other mandatory fees that would have been paid by Franchisee during the remaining ten year term of the Agreement. The parties intend that the Termination Fee constitute compensation, and not a penalty. The parties recognize the difficulty, but not the impossibility, of calculating damages to which Franchisor will be entitled as a result of the loss of Monthly Royalties and other mandatory fees Franchisor will suffer if this Agreement is terminated prior to its expiration, but nevertheless

agree that such damages will arise. Accordingly, the parties acknowledge and agree that the Termination Fee is a reasonable estimate of such harm. The Termination Fee shall serve as liquidated damages for lost Monthly Royalties and other mandatory fees hereunder that Franchisor will suffer, but shall not preclude Franchisor from seeking and recovering damages for any other harm suffered by Franchisor as a result of a default by Franchisee.

16. RIGHTS AND DUTIES UPON TERMINATION OR EXPIRATION

16.1 Franchisee's Obligations. Upon termination of this Agreement, regardless of the cause, and upon expiration and nonrenewal or transfer of this Agreement, Franchisee must, at Franchisee's cost and expense:

16.1.1 Cease immediately all operations under this Agreement;

16.1.2 Immediately pay Franchisor all unpaid fees and pay Franchisor, Franchisor's affiliates, and Franchisor's designated suppliers and vendors all other monies owed;

16.1.3 Immediately discontinue the use of the Proprietary Marks;

16.1.4 Immediately return the Operations Manual to Franchisor, along with all other manuals and Confidential Information Franchisor loaned to Franchisee, and immediately and permanently cease use of any Confidential Information;

16.1.5 Immediately cease using all telephone numbers and listings, facsimile numbers, email accounts, and Permitted Webpages (and associated listings) used in connection with the operation of the Casago Business and direct the applicable company to transfer all such numbers, accounts, webpages and listings to Franchisor or Franchisor's designee pursuant to the Conditional Assignment of Telephone Numbers attached hereto as Exhibit B or, if Franchisor directs, to disconnect the numbers and delete the accounts, webpages, and listings;

16.1.6 Promptly surrender all stationery, printed matter, signs, advertising materials and other items containing the Proprietary Marks, and all items which are a part of the trade dress of the System, as Franchisor directs;

16.1.7 Cease to hold itself out as Franchisor's franchisee;

16.1.8 Take such action as shall be necessary to amend or cancel any assumed name, business name or equivalent registration which contains any trade name or other Proprietary Mark Franchisor licensed to Franchisee, and furnish Franchisor evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after the termination, expiration or transfer of this Agreement;

16.1.9 Permit Franchisor to make final inspection of Franchisee's financial records, books, and other accounting records at any time within six (6) months of the effective date of termination, expiration, or transfer;

16.1.10 Comply with the post-termination covenants set forth in Section 17 hereof, all of which shall survive the transfer, termination or expiration of this Agreement;

16.1.11 Cease to use in advertising or in any other manner, any methods, procedures or techniques associated with Franchisor or the System;

16.1.12 Transfer all rights and access to any proprietary software program used in connection with the Casago Business; and

16.1.13 Execute from time to time any necessary papers, documents, and assurances to effectuate the intent of this Section 16.

16.2 Power of Attorney. Franchisee hereby irrevocably appoints Franchisor as Franchisee's attorney-in-fact to execute in Franchisee's name and on Franchisee's behalf all documents necessary to discontinue Franchisee's use of the Proprietary Marks and the Confidential Information.

16.3 Option to Purchase Assets.

16.3.1 Upon the termination or expiration of this Agreement, Franchisor or Franchisor's designee shall have the option, but not the obligation, to purchase any assets used in connection with operation of Franchisee's Casago Business, including any and all property management contracts, by providing Franchisee written notice of Franchisor's election within sixty (60) days after such termination or expiration ~~and paying Franchisee the book value for such personal property.~~ The purchase price (the "Purchase Price") shall be paid within sixty (60) days ~~of~~ after such notice, subject to Franchisor's offset rights set forth below. For purposes of this paragraph, ~~"book value" means~~ the Purchase Price shall mean: (a) with respect to tangible personal property, the amount ~~Franchisee~~ actually paid by Franchisee for ~~the personal~~ such property, less depreciation. ~~Notwithstanding the foregoing, to the extent that Franchisor exercises its right to purchase;~~ (b) with respect to any ~~personal property that is~~ subject to a lease or finance agreement, the ~~purchase price of such personal property shall equal the~~ amount of Franchisee's remaining obligations under the applicable lease or finance agreement, ~~as applicable;~~ and (c) with respect to property management contracts and any other intangible assets elected to be acquired by Franchisor, the fair market value of such assets as reasonably determined by Franchisor in good faith. In determining the fair market value of property management contracts and other intangible assets, no value shall be attributed to (i) the Proprietary Marks or any other intellectual property owned by Franchisor or its affiliates, (ii) any goodwill or going concern value arising from operation of the Casago Business as part of the System, or (iii) any value attributable to the expectation of renewal, extension, or continuation of this Agreement or any rights granted under this Agreement. Franchisor shall be entitled to offset the ~~purchase price~~ Purchase Price by the amount of money owed by Franchisee to Franchisor, for any payments necessary to acquire clear title to ~~property or for the assets free of all liens and other encumbrances, and to repay~~ any other debt associated with the assets. If Franchisor exercises Franchisor's option to purchase, pending the closing of such purchase, Franchisor has the right to appoint a manager to maintain operation of the Casago Business, or Franchisor may require that Franchisee close the Casago Business during such period without removing any assets. Franchisee is required to maintain in force all insurance policies required under this Agreement until the date of such closing. Franchisor has the unrestricted right to assign this option to purchase personal property. Franchisor will be entitled to all customary warranties and representations in connection with Franchisor's purchase of Franchisee's property, including, without limitation, representations and warranties as to ownership and condition of and title to the property; liens and encumbrances on the property; validity of contracts and agreements;

and liabilities affecting the property, contingent or otherwise.

17. COVENANTS

Franchisee acknowledges that as a member of Franchisor's System, Franchisee will receive proprietary and Confidential Information and materials, trade secrets, and the unique methods, procedures and techniques which Franchisor has developed. Therefore to protect Franchisor and all Franchisor's franchisees, Franchisee agrees as follows:

17.1 During the Term of This Agreement. During the term of this Agreement, Franchisee shall not, without Franchisor's express written consent, directly or indirectly (including, without limitation, through any subsidiary), for itself or through, on behalf of, or in conjunction with any other person or entity:

17.1.1 Own, maintain, engage in, be employed by, lend money to, extend credit to or have any interest in (a) any business providing property rental or management services, or any other business offering products and services offered or authorized for sale by System franchisees (a "Competing Business") or (b) any business that grants franchises or licenses to operate a Competing Business; provided, however, that this Section does not apply to Franchisee's duly authorized operation of any other Casago Business; or

17.1.2 Divert or attempt to divert any business or customer or prospect of the Casago Business to any Competing Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks or the System.

17.2 After the Term of This Agreement. For a period of two (2) years after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, Franchisee shall not, directly or indirectly (including, without limitation, through any subsidiary), for itself or through, on behalf of, or in conjunction with any other person or entity:

17.2.1 Own, maintain, engage in, be employed by, lend money to, extend credit to or have any interest in any business that grants franchises or licenses to operate a Competing Business.

17.2.2 Interfere with Franchisor's business relationships or with any person or entity with which Franchisor has a business relationship.

17.3 Intent and Enforcement. It is the parties' intent that the provisions of this Section 17 be judicially enforced to the fullest extent permissible under applicable law. Accordingly, the parties agree that any reduction in scope or modification of any part of the noncompetition provisions contained herein shall not render any other part unenforceable. In the event of the actual or threatened breach of this Section 17, Franchisor shall be entitled to an injunction restraining such person from any such actual or threatened breach. Franchisee agrees that in the event of the actual or threatened breach of this Section 17, Franchisor's harm will be irreparable, and that Franchisor has no adequate remedy at law to prevent such harm. Franchisee acknowledges and agrees that the time limitation of this Section 17 shall be tolled during any default under this Section.

17.4 No Defense. Franchisee hereby agrees that the existence of any claim Franchisee may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to Franchisor's enforcement of the covenants contained in this Section 17. Franchisee agrees to pay all costs and expenses (including reasonable attorneys' fees) which Franchisor incurs in connection with the enforcement of this Section 17.

17.5 Publicly Traded Shares. Notwithstanding anything else contained in this Agreement, the non-competition obligations contained in this Section 17 do not apply to shares owned or held by Franchisee in the capital stock of any company that is traded on a stock exchange as long as Franchisee does not own more than 1% of the issued and outstanding shares of such company.

17.6 Franchise to Procure Covenants from Certain Persons. Unless otherwise agreed by Franchisor in writing, Franchisee shall cause the Designated Manager, all direct and indirect shareholders, members and other owners and principals of Franchisee, and all persons and entities with access to Franchisor's Confidential Information by virtue of their association with Franchisee, to execute the form of Restrictive Covenants Agreement set forth on Exhibit E, or as Franchisor, in Franchisor's sole discretion, otherwise prescribes, and Franchisee shall deliver copies of such executed agreements to Franchisor upon Franchisor's written request.

18. DISPUTE RESOLUTION

18.1 Choice of Law. This Agreement shall be governed by the laws of the State of Delaware.

18.2 Internal Dispute Resolution. Franchisee must first bring any claim or dispute between Franchisee and Franchisor to an officer of Franchisor, after providing notice as set forth in Section 18.6 below, and both parties shall attempt in good faith to resolve such a claim or dispute. Franchisee must exhaust this internal dispute resolution procedure before Franchisee may bring Franchisee's dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

18.3 Arbitration. Any dispute arising out of or relating to this Agreement, or in respect of the legal relationship arising from or associated with this Agreement, shall be referred to and finally resolved by arbitration administered by the American Arbitration Association ("AAA") in accordance with its then current Commercial Arbitration Rules in effect at the time of the dispute. The arbitration will be heard and determined by a single arbitrator, who shall have the exclusive authority to resolve all issues, including any issue relating to the arbitrability of the dispute, and all arbitrable disputes shall be resolved on an individual basis, and not on class-wide basis or consolidated with another dispute. The parties will attempt to mutually nominate an arbitrator, but if they are unable to agree on a single arbitrator within thirty (30) days after the first request to select an arbitrator by either Franchisor or Franchisee is made, then an arbitrator will be appointed by the AAA. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The language of the arbitration will be English. The decision of the arbitrator shall be final and binding on the parties. This agreement to arbitrate will survive the expiration or termination of this Agreement and will remain in full force and effect indefinitely thereafter. If either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party by default or otherwise notwithstanding such failure to appear. The exclusive venue for any dispute shall be ~~Scottsdale, Arizona~~Portland, Oregon, or the city where Franchisor's

headquarters is then-located. Notwithstanding the foregoing, Franchisor shall not be required to submit a controversy, dispute, or claim to arbitration as set forth in this Section 18.3 if such controversy, dispute, or claim concerns (a) past-due amounts owed to Franchisor under the Franchise Agreement or (b) an allegation that Franchisee or any of its employees, agents, officers, managers or owners has violated (or threatens to violate, or poses an imminent risk of violating) (i) any federally protected intellectual property rights in the Proprietary Marks, the System, or in any Confidential Information or (ii) any of the restrictive covenants contained in, or otherwise entered into in connection with, this Agreement.

18.4 No Class Actions. Franchisor and Franchisee agree that any permitted litigation shall be conducted on an individual, not a class-wide basis, and that a judicial or arbitration proceeding between Franchisor and any Franchisor Related Parties, on the one hand, and Franchisee, on the other hand, may not be consolidated or otherwise joined with any other judicial or arbitration proceeding between Franchisor and any other person or entity. To the extent permitted by applicable law, no issue of fact or law shall be given preclusive or collateral estoppel effect in any proceedings hereunder, except to the extent such issue may have been determined in another proceeding between Franchisee and Franchisor or any person in privity with or claiming through, in the right of or on behalf of Franchisee or Franchisor.

18.5 Third Party Beneficiaries. Franchisor's affiliates and the respective officers, directors, shareholders, members, managers, agents and/or employees of Franchisor and its affiliates (collectively, "Franchisor Related Parties") are express third party beneficiaries of the provisions of this Agreement, including the arbitration provision set forth in this Section 18, each having authority to specifically enforce the right to arbitrate claims asserted against such person(s) by Franchisee.

18.6 Prior Notice of Claims. As a condition precedent to commencing an action for damages or for violation or breach of this Agreement, Franchisee must notify Franchisor within thirty (30) days after the occurrence of the violation or breach, and failure to timely give such notice shall preclude any claim for damages.

18.7 No Right to Offset. Franchisee shall not withhold all or any part of any payment to Franchisor or any of its affiliates on the grounds of Franchisor's alleged nonperformance or as an offset against any amount Franchisor or any of Franchisor's affiliates allegedly may owe Franchisee under this Agreement or any related agreements.

18.8 Injunctive Relief. Nothing contained in this Agreement shall prevent Franchisor from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect Franchisor's interests. Without limiting the foregoing, nothing in this Agreement shall prevent Franchisor from seeking to obtain injunctive relief, without posting a bond, against threatened conduct that will cause Franchisor loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary and permanent injunctions. If injunctive relief is granted, Franchisee's only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, Franchisee expressly waives all claims for damages Franchisee incurred as a result of the wrongful issuance.

18.9 Limitation of Action. Franchisee further agrees that no cause of action arising out of or under this Agreement may be maintained by Franchisee against Franchisor unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is

based on the expiration of one (1) year after the Franchisee becomes or reasonably should have become aware of facts or circumstances reasonably indicating that Franchisee may have a claim against Franchisor hereunder, whichever occurs later, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set-off.

18.9.1 Franchisee hereby waives the right to obtain any remedy based on alleged fraud, misrepresentation, or deceit by Franchisor, including, without limitation, rescission of this Agreement, in any arbitration, judicial, or other adjudicatory proceeding arising hereunder, except upon a ground expressly provided in this Agreement, or pursuant to any right expressly granted by any applicable statute expressly regulating the sale of franchises, or any regulation or rules promulgated thereunder.

18.10 Waiver of Punitive Damages. Franchisee hereby waives, to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against Franchisor arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, Franchisee's recovery is limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.

18.11 Selection of Venue. Without limiting the obligations of the parties to resolve disputes by arbitration pursuant to Section 18.3 above, the parties expressly agree to the jurisdiction and venue of any court of general jurisdiction in ~~Scottsdale, Arizona~~Portland, Oregon, or the city where Franchisor's headquarters is then-located and the jurisdiction and venue of the United States District Court where Franchisor's headquarters is then-located. Franchisee acknowledges that this Agreement has been entered into in the State of ~~Arizona~~Oregon, and that Franchisee is to receive valuable and continuing services emanating from Franchisor's business operations in ~~Scottsdale, Arizona~~Portland, Oregon, or in the city where Franchisor's headquarters is currently located. In recognition of such services and their origin, Franchisee hereby irrevocably consents to the personal jurisdiction of the state and federal courts set forth above.

18.12 Waive Trial by Jury. THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, OPERATION OF THE CASAGO BUSINESS AND/OR FRANCHISEE'S PURCHASE FROM FRANCHISOR OF THE FRANCHISE AND/OR ANY PRODUCTS OR SERVICES. THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE SALE OF THE CASAGO BUSINESS, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN FRANCHISEE AND FRANCHISOR OR A FRANCHISOR RELATED PARTY MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD PARTY.

19. REPRESENTATIONS

19.1 No Authority. NO SALESPERSON, REPRESENTATIVE OR OTHER PERSON HAS THE AUTHORITY TO BIND OR OBLIGATE FRANCHISOR EXCEPT FRANCHISOR'S AUTHORIZED OFFICER BY A WRITTEN DOCUMENT. FRANCHISEE ACKNOWLEDGES THAT NO REPRESENTATIONS, PROMISES, INDUCEMENTS, GUARANTEES OR WARRANTIES OF ANY KIND WERE MADE BY FRANCHISOR OR ON FRANCHISOR'S BEHALF WHICH HAVE LED FRANCHISEE TO ENTER INTO THIS AGREEMENT. FRANCHISEE UNDERSTANDS THAT WHETHER FRANCHISEE SUCCEEDS AS A FRANCHISEE IS DEPENDENT UPON FRANCHISEE'S EFFORTS, BUSINESS JUDGMENTS, THE PERFORMANCE OF FRANCHISEE'S EMPLOYEES, MARKET CONDITIONS AND VARIABLE FACTORS BEYOND FRANCHISOR'S CONTROL OR INFLUENCE. FRANCHISEE FURTHER UNDERSTANDS THAT SOME FRANCHISEES ARE MORE OR LESS SUCCESSFUL THAN OTHER FRANCHISEES AND THAT FRANCHISOR HAS MADE NO REPRESENTATION THAT FRANCHISEE WILL DO AS WELL AS ANY OTHER FRANCHISEE.

19.2 Opportunity for Review by Franchisee's Advisors. FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR HAS RECOMMENDED, AND THAT FRANCHISEE HAS HAD THE OPPORTUNITY TO OBTAIN, REVIEW OF THIS AGREEMENT AND FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT BY FRANCHISEE'S LAWYER, ACCOUNTANT OR OTHER BUSINESS ADVISOR PRIOR TO EXECUTION.

19.3 Execution of Agreement. EACH OF THE UNDERSIGNED PARTIES WARRANTS THAT IT HAS THE FULL AUTHORITY TO SIGN AND EXECUTE THIS AGREEMENT.

20. GUARANTY

If Franchisee is a corporation, partnership, limited partnership, limited liability company or any other type of entity, Franchisee represents and warrants to Franchisor that it has provided and will provide Franchisor with complete and accurate records of Franchisee's ownership structure, including the identity and percentages of ownership of all management personnel and direct and indirect equity holders. As a condition of Franchisor entering into this Agreement, the owners or other persons or entities identified as "Guarantors" on the Data Sheet must execute a guarantee in the form attached hereto as Exhibit A. Franchisor shall have the right to require Franchisee to procure such executed guaranty from any future direct or indirect equity holder or other financing source of Franchisee.

21. NOTICES

All notices and requests to be given under this Agreement are to be in writing, and delivered by either certified mail, or via a recognized courier service offering a delivery receipt (e.g., UPS or FedEx), to the following addresses (which may be changed by written notice):

Franchisee: The "Franchisee Notice Address" set forth on the Data Sheet.

Franchisor: Casago International, LLC
~~15475 North Greenway Hayden Road, Suite B2~~

22. MISCELLANEOUS

22.1 Entire Agreement. This Agreement, together with the ancillary documents expressly referenced herein, contains the entire Agreement of the parties. There are no representations, either oral or written, except those contained in this Agreement and the ancillary documents expressly referenced herein. This written Agreement includes all representations between the parties. This Agreement may not be modified except by a written document signed by Franchisor's Chief Executive Officer or President and an authorized representative of Franchisee. Nothing in the Agreement is intended to disclaim the representations made in the franchise disclosure document that was furnished to Franchisee.

22.2 Construction of Language. The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either party. All words in this Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as Franchisee, their obligations and liabilities shall be joint and several. Headings are for reference purposes and do not control interpretation. Reference to "immediate family" means spouse, parents, children and siblings and spouse's parents, children and siblings. Reference to Franchisee's "principals" means Franchisee's partners, officers, directors, shareholders, members and managers, as applicable. References to "Franchisor" and "Franchisee" include the party's successors, assigns or transferees.

22.3 Severability. If any provision of this Agreement is deemed invalid or inoperative for any reason, that provision shall be deemed modified to the extent necessary to make it valid and operative or, if it cannot be so modified, it shall then be severed, and the remainder of that provision shall continue in full force and effect as if this Agreement had been signed with the invalid portion so modified or eliminated; provided, however, that if any part of this Agreement relating to payments to Franchisor or any of its affiliates, or protection of the Proprietary Marks or the Confidential Information, including the Operations Manual and Franchisor's other trade secrets, is declared invalid or unenforceable, then Franchisor at Franchisor's option may terminate this Agreement immediately upon written notice to Franchisee.

22.4 State Law Applies. If any provision of this Agreement, including but not limited to its provisions for transfer, renewal, termination, notice of termination, or cure rights, is inconsistent with any valid law or regulation of the state in which Franchisee's Casago Business is located, then the valid law or regulation of that state applicable to the franchise shall supersede any provision of this Agreement that is less favorable to Franchisee.

22.5 Additional Documentation. Franchisee must from time to time, subsequent to the date first set forth above, at Franchisor's request and without further consideration, execute and deliver such other documentation or agreement and take such other action as Franchisor reasonably may require in order to effectuate the transactions contemplated herein. In the event that Franchisee fails to comply with the provisions of this Section, Franchisee hereby appoints Franchisor as Franchisee's attorney-in-fact to execute all such documents on Franchisee's behalf.

22.6 Anti-Terrorist Activities. Franchisee certifies that neither Franchisee, nor Franchisee's owners, principals, employees nor anyone associated with Franchisee is listed in the Annex to Executive Order 13224 (the "Annex"). Franchisee agrees not to hire or have any dealings with a person listed in the Annex. Franchisee certifies that Franchisee has no knowledge or information that, if generally known, would result in Franchisee, Franchisee's owners, principals, employees, or anyone associated with Franchisee being listed in the Annex. Franchisee agrees to comply with and/or assist Franchisor to the fullest extent possible in Franchisor's efforts to comply with the Anti-Terrorism Laws (as defined below). In connection with such compliance, Franchisee certifies, represents, and warrants that none of Franchisee's property or interests are subject to being "blocked" under any of the Anti-Terrorism Laws and that Franchisee and Franchisee's principals are not otherwise in violation of any of the Anti-Terrorism Laws. Franchisee is solely responsible for ascertaining what actions must be taken by Franchisee to comply with all such Anti-Terrorism Laws, and Franchisee specifically acknowledges and agrees that Franchisee's indemnification responsibilities as provided in Section 13.2 of this Agreement pertain to Franchisee's obligations under this Section 22.6. Any misrepresentation by Franchisee under this Section or any violation of the Anti-Terrorism Laws by Franchisee, Franchisee's principals or employees shall constitute grounds for immediate termination of this Agreement and any other agreement Franchisee has entered into with Franchisor or one of Franchisor's affiliates in accordance with the terms of Section 15.2.19 of this Agreement. As used herein, "Anti-Terrorism Laws" means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies lists and any other requirements of any Governmental Authority (including without limitation, the United States Department of Treasury Office of Foreign Assets Control) addressing or in any way relating to terrorist acts or acts of war.

22.7 Attorneys' Fees. If Franchisee is in breach or default of any monetary or non-monetary obligation under this Agreement or any related agreement between Franchisee and Franchisor and/or Franchisor's affiliates, and Franchisor engages an attorney to enforce Franchisor's rights (whether or not formal judicial proceedings are initiated), Franchisee must pay all reasonable attorneys' fees, court costs and litigation expenses Franchisor incurs, which obligation shall give rise to and remain, until paid in full, a lien in favor of Franchisor against any and all of Franchisee's personal property, furnishings, equipment, signs, fixtures and inventory related to the operation of the Casago Business. If Franchisee institutes any legal action to interpret or enforce the terms of this Agreement, and Franchisee's claim in such action is denied or the action is dismissed, Franchisor is entitled to recover Franchisor's reasonable attorneys' fees, and all other reasonable costs and expenses incurred in defending against same, and to have such an amount awarded as part of the judgment in the proceeding.

23. ACKNOWLEDGMENTS

23.1 Independent Investigation. Franchisee acknowledges that Franchisee has conducted an independent investigation of the Casago Business contemplated by this Agreement and recognizes that it involves business risks which make the success of the venture largely dependent upon Franchisee's business abilities and efforts. Franchisee acknowledges that Franchisee has been given the opportunity to clarify any provision of this Agreement that Franchisee may not have

initially understood and that Franchisor has advised Franchisee to have this Agreement reviewed by an attorney.

23.2 No Guarantees or Representations of Earnings. Franchisee understands that Franchisor and any of Franchisor's representatives and/or agents with whom Franchisee has met have not made and are not making any guarantees or representations as to the extent of Franchisee's success in operating a Casago Business, and have not and are not in any way representing or promising any specific amounts of earnings or profits associated with Franchisee's operation of the Casago Business.

23.3 Receipt of Disclosure Document. Franchisee acknowledges that this Agreement and Franchisor's Franchise Disclosure Document, or "FDD", have been in Franchisee's possession for at least fourteen (14) days before Franchisee signed this Agreement and before Franchisee's payment of any monies to Franchisor, refundable or otherwise, and that any material changes to this Agreement were memorialized in writing in this Agreement for at least seven (7) days before Franchisee signed this Agreement.

23.4 No Personal Liability. Franchisee agrees that fulfillment of any and all of Franchisor's obligations written in this Agreement or based on any oral communications which may be ruled to be binding in a court of law shall be Franchisor's sole responsibility and none of Franchisor's agents, representatives, nor any individuals associated with Franchisor's franchise company shall be personally liable to Franchisee for any reason. Franchisee agrees that nothing that Franchisee believes Franchisee has been told by Franchisor or Franchisor's representatives shall be binding unless it is written in this Agreement. This is an important part of this Agreement. Do not sign this Agreement if there is any question concerning its contents or any representations made.

[Signature Page Follows]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED EFFECTIVE THE DATE FIRST SET FORTH ABOVE.

FRANCHISEE:

(Individual, Partnership or Corporation Name)

By: _____

Title: _____

FRANCHISOR:

CASAGO INTERNATIONAL, LLC

By: _____

Title: _____

EXHIBIT A
to
CASAGO INTERNATIONAL, LLC
FRANCHISE AGREEMENT
GUARANTY

This Guaranty (“Guaranty”), dated, 20 is executed by the undersigned (collectively referred to as the “Guarantors” and each individually referred to as a “Guarantor” or “you”) in order to induce Casago International, LLC (“Franchisor”) to enter into that certain Franchise Agreement (the “Franchise Agreement”) by and between Franchisor and _____ (“Franchisee”). The Guarantors hereby covenant and agree as follows:

1) **Guarantee of Payment and Performance.** The Guarantors jointly, severally and unconditionally guarantee to Franchisor and its affiliates the payment and performance when due, whether by acceleration or otherwise, of all obligations, indebtedness and liabilities of Franchisee to Franchisor, direct or indirect, absolute or contingent, of every kind and nature, whether now existing or incurred from time to time hereafter, whether incurred pursuant to the Franchise Agreement or otherwise, together with any extension, renewal or modification thereof in whole or in part (the “Guaranteed Liabilities”), and agree that if any of the Guaranteed Liabilities is not so paid or performed by Franchisee when due, the Guarantors will immediately do so. The Guarantors further agree to pay all expenses (including reasonable attorneys’ fees) paid or incurred by Franchisor in endeavoring to enforce this Guaranty or the payment of any Guaranteed Liabilities.

3) **Term; No Waiver.** This Guarantee is irrevocable, absolute and unconditional and remains in full force and effect as to each of the Guarantors until such time as all Guaranteed Liabilities have been paid and satisfied in full. No delay or failure on the part of Franchisor in the exercise of any right or remedy operates as a waiver thereof, and no single or partial exercise by Franchisor of any right or remedy precludes other further exercise of such right or any other right or remedy.

1) **Acknowledgment.** You acknowledge that this Guaranty is not a franchise agreement and does not confer upon you any rights to use the Franchisor's Proprietary Marks or its System.

3) **Injunctive Relief.** Nothing contained in this Guaranty shall prevent Franchisor from applying to or obtaining from any court having jurisdiction, without bond, a writ of attachment,

temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect Franchisor's interests.

4) **Jurisdiction and Venue.** The parties expressly agree submit to the jurisdiction and venue of any court of general jurisdiction in ~~Scottsdale, Arizona~~ Portland, Oregon, or in the city where Franchisor's headquarters is then-located, and the jurisdiction and venue of the United States District Court where Franchisor's headquarters is then-located.

5) **Jury Trial Waiver.** THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS GUARANTY.

6) **Attorneys' Fees.** If Franchisor institutes any judicial proceeding to enforce any monetary or nonmonetary obligation or interpret the terms of this Guaranty, and Franchisor prevails in such action, you shall be liable to Franchisor for all costs, including reasonable attorneys' fees, incurred in connection with such proceeding.

7) **Cumulative Rights.** All rights and remedies granted in this Guaranty shall be cumulative. Franchisor's election to exercise any remedy available by law or contract shall not be deemed a waiver or preclude exercise of any other remedy.

8) **Severability.** The parties agree that if any provisions of this Guaranty may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable and the other which would render it valid and enforceable, such provision shall have the meaning which renders it valid and enforceable. The provisions of this Guaranty are severable, and this Guaranty shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and partially valid and enforceable provisions shall be enforced to the extent that they are valid and enforceable. If any material provision of this Guaranty shall be stricken or declared invalid, the parties agree to negotiate mutually acceptable substitute provisions. In the event that the parties are unable to agree upon such provisions, Franchisor reserves the right to terminate this Guaranty.

9) **Construction of Language.** The language of this Guaranty will be construed according to its fair meaning, and not strictly for or against either party. All words in this Guaranty refer to whatever number or gender the context requires. If more than one party or person is referred to as you, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation.

10) **Successors; Counterparts.** This Agreement is binding upon the Guarantors and their respective heirs, executors, successors and assigns, and inures to the benefit of Franchisor and its successors and assigns. This Guaranty may be executed in one or more counterparts.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Guarantors have caused this Guaranty to be duly executed as of the day and year first above written.

GUARANTORS:

(Individual, Partnership or Corporation Name)

By:_____

Title:_____

(Individual, Partnership or Corporation Name)

By:_____

Title:_____

(Individual, Partnership or Corporation Name)

By:_____

Title:_____

EXHIBIT B
to
CASAGO INTERNATIONAL, LLC
FRANCHISE AGREEMENT

**CONDITIONAL ASSIGNMENT OF FRANCHISEE'S TELEPHONE NUMBERS,
FACSIMILE NUMBERS, DOMAIN NAMES AND EMAIL ACCOUNTS**

**CONDITIONAL ASSIGNMENT OF FRANCHISEE'S TELEPHONE NUMBERS,
FACSIMILE NUMBERS, DOMAIN NAMES AND EMAIL ACCOUNTS**

1. _____ ("Assignor"), in exchange for valuable consideration provided by Casago International, LLC ("Assignee"), receipt of which is hereby acknowledged, hereby conditionally assigns to Assignee all telephone numbers, facsimile numbers, email accounts, and domain names, as well as any listings associated therewith, utilized by Assignor in the operation of its Casago Business (the "Assigned Property"). The Assigned Property includes the following:

Telephone Number(s): _____

Facsimile Number(s): _____

Domain Name(s) (as permitted by Franchisor under the Franchise Agreement): _____

Email Account(s): _____

Assignor shall promptly update Assignee upon adding any new telephone number, facsimile number, email account, or domain name.

2. The conditional agreement will become effective automatically upon termination or expiration of Assignor's franchise agreement. Upon the occurrence of that condition, Assignor must do all things required by the telephone company, domain name registrar, email provider, or other applicable entity to assure the effectiveness of the assignment of Assigned Property as if the Assignee had been originally issued such Assigned Property and the usage thereof.

3. Assignor agrees to pay the telephone company, domain name registrar, email provider, and/or other applicable entity, on or before the effective date of assignment, all amounts owed for the use of the Assigned Property up to the date this Assignment becomes effective. Assignor further agrees to indemnify Assignee for any sums Assignee must pay to effectuate this Assignment, and agrees to fully cooperate with the telephone company, domain name registrar, email provider, and/or any other applicable entity, as well as the Assignee, in effectuating this assignment.

ASSIGNOR:

BY: _____

Date: _____

TITLE: _____

ASSIGNEE:

CASAGO INTERNATIONAL, LLC

BY: _____

Date: _____

TITLE: _____

EXHIBIT C
to
CASAGO INTERNATIONAL, LLC
FRANCHISE AGREEMENT
CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

In consideration of my being a _____ of _____ (the "Franchisee"), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that, pursuant to that certain Franchise Agreement (the "Franchise Agreement"), Franchisee has acquired the right from Casago International, LLC (the "Company") to establish and operate a franchised business (the "Casago Business") and the right to use in the operation of the Casago Business the Company's trade names, trademarks and service marks (the "Proprietary Marks") and the Company's unique and distinctive format and system relating to the establishment and operation of Casago Businesses (the "System"), as they may be changed, improved and further developed from time to time in the Company's sole discretion.

1. The Company possesses certain proprietary and confidential information relating to the operation of the System, which includes but is not limited to information regarding the set-up of a Casago Business; information about proprietary products and services; any proprietary software the Company may now or in the future create; the Company's Operations Manual; trade secrets; price marketing mixes related to the sale of goods or services offered or authorized for sale by System franchisees; cleaner recruitment strategy; standards and specifications for cleaning and customer service; systems and training manuals; compensation systems; marketing strategies; online social marketing systems; sales systems; sales training; location identification and acquisition; ongoing training; general operations; the Company's copyrighted materials; and methods and other techniques and know-how concerning the operation of the Casago Business which may be communicated to me or of which I may be apprised or have access to by virtue of my association with Franchisee and the Casago Business (collectively, the "Confidential Information").

2. Any and all information, knowledge, know-how, and techniques which the Company specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Agreement.

3. I will have access to the Confidential Information by virtue of my association with Franchisee and the Casago Business, which may include, without limitation, through any initial or ongoing training in which I participate, by having access to the Company's Operations Manual, and through any assistance or communication that Franchisee may receive from the Company during the term of the Franchise Agreement.

4. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Casago Business during the term hereof, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

5. The Confidential Information is proprietary, involves trade secrets of the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by the Company as confidential. Unless the Company otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties with the Franchisee, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach or my obligations hereunder or of an obligation of Franchisee under the Franchise Agreement.

6. The Company, and its successors and assigns, are third-party beneficiaries of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Company irreparable harm; therefore, I acknowledge and agree that the Company may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay the Company all the costs the Company incurs including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and the Company, any claim I may assert against the Franchisee or the Company is a separate matter and does not entitle me to violate, or justify any violation of, this Agreement.

7. This Confidentiality Agreement shall be construed under the laws of the State of Delaware. The only way this Agreement can be changed is in a writing expressly identified as an amendment to this Agreement and signed by a duly authorized officer of the Company. I will not assign or delegate any rights or obligations under this Agreement without the Company's prior written consent and any attempt without such consent is void.

8. This Agreement will survive any termination or expiration of the Franchise Agreement and will be binding on me, and my heirs, successors and permitted assigns in perpetuity. This Agreement inures to the benefit of the Company and its successors and assigns.

Signature: _____

Print Name: _____

Title/Position: _____

Date: _____

ACKNOWLEDGED BY FRANCHISEE

By: _____

Title: _____

Date: _____

EXHIBIT D
to
CASAGO INTERNATIONAL, LLC
FRANCHISE AGREEMENT

EXHIBIT D-1
ELECTRONIC FUNDS WITHDRAWAL AUTHORIZATION

Bank Name : _____

ABA# : _____

Acct. No. : _____

Acct. Name : _____

Effective as of the date of the signature below, _____ (“Franchisee”) hereby authorizes Casago International, LLC (“Company”) or its designee to withdraw funds from the above-referenced bank account, electronically or otherwise, to make the following payments to Company under the Franchise Agreement for the franchise located at _____

: (1) all Royalty fees, Marketing Fees, Technology Fees and Booking Channel Fees; (2) all contributions to the Marketing Fund; and (3) any others fees that the Company may impose under the terms of Franchisee’s Franchise Agreement from time to time. Such withdrawals shall occur on a monthly basis, or on such other schedule as Company shall specify in writing. Company is also authorized to deposit funds into the above-referenced account, electronically or otherwise. This authorization shall remain in full force and effect until terminated in writing by Company. Franchisee shall provide Company, in conjunction with this authorization, a voided check from the above-referenced account.

AGREED:

ATTEST: FRANCHISEE

_____ By: _____

Print name: _____

Its: _____

EXHIBIT D-2
ACCOUNTS PAYABLE INFORMATION

Below is the contact information for Franchisee's accounts payable representative who Franchisor should contact with any payment questions or issues:

Name: _____

Title: _____

Telephone Number: _____

Email Address: _____

EXHIBIT E
to
CASAGO INTERNATIONAL, LLC
FRANCHISE AGREEMENT
RESTRICTIVE COVENANTS AGREEMENT

RESTRICTIVE COVENANTS AGREEMENT

In consideration of my being a _____ of _____ (the “Franchisee”), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that, pursuant to that certain Franchise Agreement (the “Franchise Agreement”), Franchisee has acquired the right from Casago International, LLC (the “Company”) to establish and operate a franchised business (a “Casago Business”) and the right to use in the operation of the Casago Business the Company’s trade names, trademarks and service marks (the “Proprietary Marks”) and the Company’s unique and distinctive format and system relating to the establishment and operation of Casago Businesses (the “System”), as they may be changed, improved and further developed from time to time in the Company’s sole discretion.

1. The Company possesses certain proprietary and confidential information relating to the operation of the System, which includes but is not limited to information regarding the set-up of a Casago Business; information about proprietary products and services; any proprietary software the Company may now or in the future create; the Company’s Operations Manual; trade secrets; price marketing mixes related to the sale of goods or services offered or authorized for sale by System franchisees; cleaner recruitment strategy; standards and specifications for cleaning and customer service; systems and training manuals; compensation systems; marketing strategies; online social marketing systems; sales systems; sales training; location identification and acquisition; ongoing training; general operations; the Company’s copyrighted materials; and methods and other techniques and know-how concerning the operation of the Casago Business which may be communicated to me or of which I may be apprised or have access to by virtue of my association with Franchisee and the Casago Business (collectively, the “Confidential Information”).

2. Any and all information, knowledge, know-how, and techniques which the Company specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Agreement.

3. I will have access to the Confidential Information by virtue of my association with Franchisee and the Casago Business, which may include, without limitation, through any initial or ongoing training in which I participate, by having access to the Company’s Operations Manual, and through any assistance or communication that Franchisee may receive from the Company during the term of the Franchise Agreement.

4. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Casago Business during the term hereof, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

5. The Confidential Information is proprietary, involves trade secrets of the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by the Company as confidential. Unless the Company otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties with the Franchisee, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach or my obligations hereunder or of an obligation of Franchisee under the Franchise Agreement.

6. During the term of the Franchise Agreement, including any renewal term, and for so long as I am associated with the Franchisee, I shall not (except as otherwise expressly approved in writing by the Company), directly or indirectly (including, without limitation, through any entity or family member), for myself, or through, on behalf of, or in conjunction with any person or entity:

- (a) Own, maintain, engage in, be employed by, lend money to, extend credit to or have any interest in (i) any business providing property rental or management services, or any other business offering products and services offered or authorized for sale by System franchisees (a "Competing Business") or (ii) any business that grants franchises or licenses to operate a Competing Business; provided, however, that this Section does not apply to my involvement in any duly authorized operation of a Casago Business operating under the System and Proprietary Marks; or
- (b) Divert or attempt to divert any business or customer or prospect of a Casago Business to any Competing Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks or the System.

7. For a period of two (2) years after the expiration and nonrenewal, transfer or termination of the Franchise Agreement, regardless of the cause, or, if sooner, a period of two (2) years after I am no longer associated with the Franchisee, I shall not (except as otherwise expressly approved in writing by the Company), directly or indirectly (including, without limitation, through any entity or family member), for myself, or through, on behalf of, or in conjunction with any person or entity:

- (a) Own, maintain, engage in, be employed by, lend money to, extend credit to or have any interest in any Competing Business, or any business that grants franchises or licenses to operate a Competing Business, that operates (i) within the Territory (as defined in the Franchise Agreement) or (ii) within any territory of another duly authorized franchisee of the Company in existence at the date of such expiration, transfer, termination or disassociation; provided, however, that this Section does not apply to my involvement in any duly authorized operation of a Casago Business operating under the System and Proprietary Marks; or
- (b) Interfere with the Company's business relationships or with any person or entity with which Franchisor has a business relationship.

For purposes of this Section 7, I will be deemed to be associated with the Franchisee for so long as I, directly or indirectly (including, without limitation, through an entity or family member), in whole or in part, own, finance, advise, manage or operate, or am employed by, or otherwise have an interest in Franchisee or the Casago Business operated by Franchisee. I acknowledge and agree that the time limitation of this Section 7 shall be tolled during any default by me.

8. Notwithstanding anything else contained in this Agreement, the non-competition obligations contained in this Agreement do not apply to shares owned or held by me in the capital stock of any company that is traded on a stock exchange as long as I do not own more than 1% of the issued and outstanding shares of such company.

9. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which the Company is a party, I expressly agree to be bound by any lesser covenant

subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

10. I understand and acknowledge that the Company shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.

11. The Company, and its successors and assigns, are third-party beneficiaries of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Company irreparable harm; therefore, I acknowledge and agree that the Company may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay the Company all the costs the Company incurs including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and the Company, any claim I may assert against the Franchisee or the Company is a separate matter and does not entitle me to violate, or justify any violation of, this Agreement.

12. This Restrictive Covenants Agreement shall be construed under the laws of the State of Delaware. The only way this Agreement can be changed is in a writing expressly identified as an amendment to this Agreement and signed by a duly authorized officer of the Company. I will not assign or delegate any rights or obligations under this Agreement without the Company's prior written consent and any attempt without such consent is void.

13. This Agreement will survive any termination or expiration of the Franchise Agreement and will be binding on me, and my heirs, successors and permitted assigns in perpetuity. This Agreement inures to the benefit of the Company and its successors and assigns.

Signature: _____

Print Name: _____

Title/Position: _____

Date: _____

ACKNOWLEDGED BY FRANCHISEE

By: _____

Title: _____

Date: _____

EXHIBIT F
to
CASAGO INTERNATIONAL, LLC
FRANCHISE AGREEMENT

PROPRIETARY MARKS

MARK	REGISTRATION NO.	REGISTRATION DATE
CASAGO®	5834594	August 13, 2019
OWNER-CENTRIC®	90799535	December 20, 2022

EXHIBIT G
to
CASAGO INTERNATIONAL, LLC
FRANCHISE AGREEMENT
VACASA MARKET ADDENDUM

ADDENDUM TO FRANCHISE AGREEMENT FOR ACQUISITION OF A VACASA MARKET

This ADDENDUM (“Addendum”) is entered into on _____, 20____ by and between Casago International, LLC (“Franchisor”) and _____ (“Franchisee”).

- A. Simultaneously with entering into this Addendum, Franchisor and Franchisee are entering into a Casago Franchise Agreement, dated _____, 20____ (the “Franchise Agreement”), for Franchise to commence operation of a Casago Franchise on the date hereof.
- B. Franchisee is entering into the Franchise Agreement in connection with an acquisition of existing property management contracts and related assets (a “Vacasa Market”) from Vacasa Holdings LLC or a subsidiary thereof (“Vacasa”).
- C. Pursuant to a Transition Services Agreement dated _____, 20____ (the “Transition Services Agreement”), between Vacasa and Franchisee, Vacasa is providing certain transition services (the “Transition Services”) to Franchisee in connection with Franchisee’s initial operation of the Vacasa Market as a Casago Business.
- D. Franchisor and Franchisee wish to amend certain provisions of the Franchise Agreement to reflect Franchisee’s opening of the Casago Business on the date hereof and receipt of such Transition Services under the Transition Services Agreement.

NOW THEREFORE, the parties hereto agree as follows:

- 1. All capitalized terms not otherwise defined in this Addendum have the meanings given in the Franchise Agreement.
- 2. The parties hereto acknowledge and agree that Franchisee shall open and commence operation of the Casago Business under the Franchise Agreement as of _____, 20____ (and, in accordance with Section 7.3 of the Franchise Agreement, Franchisor hereby approves such opening date). Franchisee further acknowledges that the Monthly Royalty, OTA Channel Connection Fee, Booking Channel Fee, Fund Contribution, and any other fees set forth in the Franchise Agreement derived from Franchisee’s Gross Rental Revenue, or otherwise applicable to the operation of the Casago Business, shall begin to accrue on such date and shall be due in accordance with the terms of the Franchise Agreement.
- 3. Franchisor hereby consents to Vacasa and Franchisee entering into the Transition Services Agreement and Franchisee’s operation of the Casago Business utilizing the Transition Services thereunder until termination of the Transition Services Agreement.
- 4. Section 3.4 of the Franchise Agreement is hereby amended to state that Franchisee shall provide Franchisor with the referenced EFT information and documents, including Exhibit D to the Franchise Agreement, on the date hereof.
- 5. Section 8 of the Franchise Agreement is hereby deleted in its entirety and replaced

with the following Section 8:

8. TRAINING

8.1 Phase 1 Training. Franchisor shall make Franchisor's initial training program ("Phase 1 Training") content available to Franchisee at the time that Franchisee commences operation of the Casago Business. Franchisee's initial Designated Manager shall ~~attend, and complete to Franchisor's satisfaction, Franchisor's initial training program ("Phase 1 Training"). Such training must be completed by Franchisee's initial Designated Manager before Franchisee commences~~within ten (10) days following commencement of operation of the Casago Business, unless otherwise agreed by Franchisor. Phase 1 Training materials will be provided virtually and ~~will last~~consist of approximately ~~five days~~40 hours of content.

8.2 Phase 2 Training. Franchisee's Designated Manager shall attend, and complete to Franchisor's satisfaction, Franchisor's follow-up training program ("Phase 2 Training"). The parties expect such training to be completed approximately 30 days before expiration of the Transition Services Agreement; provided, however, that, in any event, Franchisee shall complete such training before such expiration date. Phase 2 Training lasts approximately five days. Phase 2 Training will be held at Franchisor's designated training facility at Casago University in ~~Puerto Penaseo~~Portland, MXOR or at such other locations designated by Franchisor. Franchisor also has the right to provide Phase 2 Training virtually.

8.3 ~~Phase 3~~On-Site Training. ~~Franchisee's Designated Manager shall attend, and complete to~~At or around expiration of the Transition Services Agreement, Franchisor's ~~satisfaction, Franchisor's~~ may provide an on-site training and support program (~~"Phase 3 Training"~~). ~~Phase 3 Training~~to Franchisee. Such training will be provided at a location within the Territory or such other location mutually agreed upon by Franchisor and Franchisee. ~~Phase 3 Training~~This program will last approximately three ~~to five~~ days.

8.4 Training Provisions. Any virtual training will be provided via webinar or other virtual platform designated by Franchisor that allows Franchisor to track or monitor attendees' participation, completion and, if appropriate, passing of any testing Franchisor determines appropriate for use in connection with the training. Training may also consist of course work that Franchisee's attendees must complete on their own time and submit to Franchisor for review. Franchisee is responsible for the cost of each of its attendees' expenses associated with attendance of any training, including any travel and lodging, as well as payroll and living expenses. Franchisor will provide the training materials that attendees will use, which will include the Operations Manual and other materials that Franchisor prepares. Any classroom training will be provided tuition-free to all those who Franchisee selects to attend, provided they all attend at the same time. At a minimum, Franchisee's Designated Manager must attend and complete all phases of training to Franchisor's satisfaction. If Franchisee's attendees are not able to attend at the same time, Franchisor may charge its then-current tuition fee to Franchisee. Franchisor may, in its discretion, reduce the length or content of training, or waive training requirements, for existing

franchisees or for franchisees with an existing business that is being converted to a Casago Business, as Franchisor deems appropriate. Should the Designated Manager or another individual fail to complete any training program to Franchisor's satisfaction, at Franchisor's option, the respective person may repeat the course. Franchisor may charge its then-current tuition fee for such repeat training. Failure by Franchisee to complete any training program to Franchisor's satisfaction is a cause for termination of this Agreement and Franchisor may terminate this Agreement.

8.5 Training of Additional Personnel. Franchisee is responsible for training its employees. Only Franchisor-provided training materials may be used by Franchisee in training Franchisee's personnel. Updated training materials will be provided to Franchisee by Franchisor as they are developed. All training materials provided to Franchisee by Franchisor shall at all times remain Franchisor's property and Confidential Information, and Franchisee agrees not to challenge Franchisor's or Franchisor's affiliates' title or rights in or to the training materials. Franchisee may not make any disclosure, duplication or other unauthorized use of any portion of the training materials.

6. References in Sections 7.6.5 and 7.20 in the Franchise Agreement to the "Initial Training Program" are hereby amended to refer to Franchisor's then-current standard training program for Designated Managers.

7. This Addendum will be considered an integral part of the Franchise Agreement, and the terms of this Addendum will be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

[Signature Page Follows]

Agreed by the parties:

Franchisor:

Casago International, LLC

By: _____

Title: _____

Franchisee:

(Individual, Partnership or Corporation Name)

By: _____

Title: _____

[Signature Page to Vacasa Market Addendum]

EXHIBIT E
TO CASAGO INTERNATIONAL, LLC'S
FRANCHISE DISCLOSURE DOCUMENT

SAMPLE TERMINATION AND RELEASE AGREEMENT

**SAMPLE TERMINATION OF FRANCHISE AGREEMENT AND RELEASE
UPON TRANSFER TO AN AUTHORIZED FRANCHISEE**

This Termination of Franchise Agreement and Release (the “Agreement”) is made this _____ day of _____, 20____, by and between Casago International, LLC, an Arizona limited liability company, with its principal business address at ~~15475 N Greenway Hayden Loop, Suite B2, Scottsdale, AZ 85260~~ [850 NW 13th Avenue, Portland, OR 97209](#) (“Franchisor”) and _____, a _____ with an address at _____ (“Transferor”).

BACKGROUND

A. On _____, Transferor entered into a franchise agreement (the “Franchise Agreement”) with Franchisor for the right to operate a franchised business at _____ (“Franchised Business”).

B. Transferor has satisfied all conditions of transfer as specified in the Franchise Agreement and now desires to sell the Franchised Business to _____, who has been approved by Franchisor as an authorized transferee.

C. In order to complete Transferor’s sale of the business, Transferor now desires to terminate the Franchise Agreement and all rights and obligations between the parties relating to the Franchise Agreement, and Franchisor desires to accept such termination, pursuant to the terms of this Agreement.

AGREEMENT

In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

1. Subject to the terms and conditions contained in this Agreement, the Franchise Agreement and all rights and obligations between Franchisor and Transferor arising from or related to the Franchise Agreement are terminated, effective as of the date of this Agreement.

2. Notwithstanding anything in this Agreement to the contrary, the parties agree that Transferor will remain bound by all of the post-term covenants and obligations contained in the Franchise Agreement including, without limitation, those relating to Confidential Information and non-competition.

3. Transferor represents and warrants that all of Transferor’s monetary obligations to Franchisor and its subsidiaries and affiliates have been satisfied in full as of the date of this Agreement.

4. Transferor, for itself and all persons and entities claiming by, through or under it, releases, acquits and forever discharges Franchisor, its affiliates, and their respective present and former officers, employees, members, managers, shareholders, directors, agents, servants, representatives, affiliates, successors and assigns (the “Franchisor Releasees”) from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorneys’ fees, actions or causes of action whatsoever, whether known or unknown, which it, by itself, on behalf of, or in conjunction with any other person, persons, partnership or corporation, have, had or claim to have against the Franchisor Releasees arising out of or related to the offer, sale and operation of the Casago Business, and the

parties' rights or obligations under the Franchise Agreement.

5. This Agreement constitutes the entire integrated agreement of the parties with respect to the subject matter contained in this Agreement and may not be subject to any modification without the written consent of the parties.

6. This Agreement will be construed under the laws of the State of Delaware, which laws will control in the event of any conflict of law.

7. This Agreement will be for the benefit of and binding upon the parties and their respective representatives, successors and assigns.

8. Each party acknowledges that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted by each party, after having a reasonable opportunity to retain and confer with counsel. This Agreement is entered into after a full investigation by the parties, and the parties are not relying upon any statements or representations not embodied in this Agreement.

9. In the event that Franchisor retains the services of legal counsel to enforce the terms of this Agreement, it will be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in enforcing the terms of this Agreement.

10. Transferor agrees that Transferor has and had a relationship with Franchisor at its headquarters in in the city and state where it are located and that, with the exception of Franchisor's right to seek injunctive relief in any appropriate jurisdiction, any action by or against Franchisor arising out of or relating to this Agreement will be commenced and concluded in city and state where Franchisor's headquarters is located pursuant to the dispute resolution provisions of the Franchise Agreement.

11. This Agreement may be executed in multiple counterparts by the various parties and the failure to have the signatures of all parties on a single Agreement will not affect the validity or enforceability of any part of this Agreement against any party who executes any counterpart of the Agreement. Executed facsimile copies of this Agreement will be deemed to be effective as original signatures.

[12. Notice for Washington Franchisees: This general release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.]

[signatures on following page]

I HAVE READ THE ABOVE AGREEMENT AND UNDERSTAND ITS TERMS. I WOULD NOT SIGN THIS AGREEMENT IF I DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

CASAGO INTERNATIONAL, LLC

TRANSFEROR

By: _____

By: _____

EXHIBIT F
TO CASAGO INTERNATIONAL, LLC'S
FRANCHISE DISCLOSURE DOCUMENT

LIST OF OPEN FRANCHISEES

AND

LIST OF FRANCHISEES WITH SIGNED
FRANCHISE AGREEMENTS BUT NOT OPEN

LIST OF FRANCHISEES OPEN AS OF DECEMBER 31, ~~2024~~2025

	State	~~City~~ Outlet	Legal Name of Franchisee	Address of Franchised Business	Franchisee Telephone Number
<u>1</u>	<u>Alabama</u>	<u>Huntsville</u>	<u>Horizon Property Group LLC</u>	<u>813 Ridge Lake Blvd, Memphis TN 38120</u>	<u>901-459-4002</u>
<u>2</u>	<u>Alabama</u>	<u>Birmingham</u>	<u>Horizon Property Group LLC</u>	<u>813 Ridge Lake Blvd, Memphis TN 38120</u>	<u>901-459-4002</u>
<u>3</u>	<u>Alabama</u>	<u>Gulf Shores</u>	<u>TSTRC Alabama LLC</u>	<u>2021 McKinney Avenue, Suite 1200 Dallas, Texas 75201</u>	<u>1-800-GOREL AX</u>
<u>4</u>	<u>Alabama</u>	<u>Orange Beach</u>	<u>TSTRC Alabama LLC</u>	<u>2021 McKinney Avenue, Suite 1200 Dallas, Texas 75201</u>	<u>1-800-GOREL AX</u>
<u>5</u>	<u>Arizona</u>	<u>Sedona</u>	<u>ACME Sedona Flagstaff AZ LLC</u>	<u>1195 Hwy 89A, Suite AB, Sedona, AZ 86336</u>	<u>760-861-3771</u>
<u>6</u>	<u>Arizona</u>	<u>Flagstaff</u>	<u>ACME Sedona Flagstaff AZ LLC</u>	<u>1195 Hwy 89A, Suite AB, Sedona, AZ 86336</u>	<u>760-861-3771</u>
<u>7</u>	<u>Arizona</u>	<u>Scottsdale</u>	<u>ACME PHX Scottsdale AZ LLC</u>	<u>15475 N Greenway Hayden Loop Suite B2, Scottsdale AZ 85260</u>	<u>760-861-3771</u>
<u>8</u>	<u>Arizona</u>	<u>Phoenix</u>	<u>ACME PHX Scottsdale AZ LLC</u>	<u>15475 N Greenway Hayden Loop Suite B2, Scottsdale AZ 85260</u>	<u>760-861-3771</u>
<u>9</u>	<u>Arizona</u>	<u>East Valley</u>	<u>ACME PHX Scottsdale AZ LLC</u>	<u>15475 N Greenway Hayden Loop Suite B2, Scottsdale AZ 85260</u>	<u>760-861-3771</u>
<u>10</u>	<u>Arizona</u>	<u>Tucson</u>	<u>ACME Tucson AZ LLC</u>	<u>2450 W. Ruthrauff Rd. Unit 198 Tucson, AZ 85705</u>	<u>760-861-3771</u>
<u>11</u>	<u>Arizona</u>	<u>Pinetop/Sholo w</u>	<u>ACME Tucson AZ LLC</u>	<u>2450 W. Ruthrauff Rd. Unit 198 Tucson, AZ 85705</u>	<u>760-861-3771</u>

<u>1</u>	<u>Alabama</u>	<u>Gulf Shores</u>	<u>Tim Newman</u>	<u>3645 Gulf Shores</u>	<u>251-651-6500</u>

				Parkway, Ste 106, Gulf Shores, AL 36542	
<u>2</u>	California	Truckee	Tahoe Truckee Vacation Properties, Inc.	10059 Palisades Drive #1 Truckee, CA 96161	(530) 582-6186
<u>3</u>	California	Vista	Eleva3, Inc.	1559 Parkview Drive, Vista, CA 92081	(706) 999-0171

<u>4</u> <u>12</u>	California	~~Kings Beach~~ Carlsbad/Oceanside	Tahoe Truckee Vacation Properties Eleva3, Inc.	~~241 Raccoon Street, Kings Beach, CA 834143~~ 1559 Parkview Drive, Vista, CA 92081	(530) ~~581-2771~~ 706 -999-0171
<u>13</u>	<u>California</u>	<u>La Jolla</u>	<u>Eleva3, Inc.</u>	<u>1559 Parkview Drive, Vista, CA 92081</u>	<u>706-999-0171</u>
<u>14</u>	<u>California</u>	<u>San Diego</u>	<u>Eleva3, Inc.</u>	<u>1559 Parkview Drive, Vista, CA 92081</u>	<u>706-999-0171</u>
<u>15</u>	<u>California</u>	<u>Fort Bragg</u>	<u>Dwarika LLC</u>	<u>18200 N Highway 1, Fort Bragg, CA 95437</u>	<u>267-216-5134</u>
~~5~~ <u>16</u>	California	Palm Springs	~~GRB Properties~~ ACME Coachella CA LLC & ACME CA, Inc.	~~P.O. Box 590~~ 750 N Palm Canyon Dr, Palm Springs, CA ~~92263~~ 92262	(760) ~~621-8889~~ 760 -861-3771
<u>17</u>	<u>California</u>	<u>Coachella Valley</u>	<u>ACME Coachella CA LLC & ACME CA, Inc</u>	<u>750 N Palm Canyon Dr, Palm Springs, CA 92262</u>	<u>760-861-3771</u>
<u>18</u>	<u>California</u>	<u>La Quinta</u>	<u>ACME Coachella CA LLC & ACME CA, Inc</u>	<u>750 N Palm Canyon Dr, Palm Springs, CA 92262</u>	<u>760-861-3771</u>
<u>19</u>	<u>California</u>	<u>High Desert</u>	<u>ACME Coachella CA LLC & ACME CA, Inc</u>	<u>750 N Palm Canyon Dr, Palm Springs, CA 92262</u>	<u>760-861-3771</u>
<u>20</u>	<u>California</u>	<u>Temecula</u>	<u>ACME Coachella CA LLC & ACME CA, Inc</u>	<u>750 N Palm Canyon Dr, Palm Springs, CA 92262</u>	<u>760-861-3771</u>
<u>21</u>	<u>California</u>	<u>Idylwyld</u>	<u>ACME Coachella CA LLC & ACME CA, Inc</u>	<u>750 N Palm Canyon Dr, Palm Springs, CA 92262</u>	<u>760-861-3771</u>
<u>22</u>	<u>California</u>	<u>Searanch</u>	<u>Callinan Property</u>	<u>2120 Florence Ave,</u>	<u>805-720-6533</u>

			<u>Rentals, LLC</u>	<u>San Luis Obispo</u>	
<u>23</u>	<u>California</u>	<u>Truckee</u>	<u>TSTRC California LP</u>	<u>2021 McKinney Avenue, Suite 1200 Dallas, Texas 75201</u>	<u>1-800-GOREL AX</u>
<u>24</u>	<u>California</u>	<u>North Lake Tahoe</u>	<u>TSTRC California LP</u>	<u>2021 McKinney Avenue, Suite 1200 Dallas, Texas 75201</u>	<u>1-800-GOREL AX</u>
<u>25</u>	<u>California</u>	<u>South Lake Tahoe</u>	<u>TSTRC California LP</u>	<u>2021 McKinney Avenue, Suite 1200 Dallas, Texas 75201</u>	<u>1-800-GOREL AX</u>
<u>6</u> <u>26</u>	California	Arcata	Redwood Coast Properties	89 E. 15 th Street, Arcata, CA 95521	~~(707)~~ ~~602-5800~~ <u>707</u> ~~-602-5800~~
<u>27</u>	<u>California</u>	<u>Big Bear</u>	<u>Big Bear Resorts, INC</u>	<u>41693 Big Bear BL, Big Bear Lake, CA 92315</u>	<u>909-866-6663</u>
<u>28</u>	<u>Colorado</u>	<u>Estes Park</u>	<u>ADMA Ventures Corporation</u>	<u>455 W. Elkhorn Ave. Estes Park, CO 80517</u>	<u>308-672-1130</u>
<u>29</u>	<u>Delaware</u>	<u>Bethany Beach</u>	<u>VRM Delaware OPCO, LLC</u>	<u>2811 Ponce de Leon Blvd, Ste 400 Coral Gables, FL 33134</u>	<u>305-858-2200</u>
<u>30</u>	<u>Delaware</u>	<u>Rehoboth Beach</u>	<u>VRM Delaware OPCO, LLC</u>	<u>2811 Ponce de Leon Blvd, Ste 400 Coral Gables, FL 33134</u>	<u>305-858-2200</u>
<u>31</u>	<u>Florida</u>	<u>Cape Coral</u>	<u>VRM Florida OPCO, LLC</u>	<u>2811 Ponce de Leon Blvd, Ste 400 Coral Gables, FL 33134</u>	<u>305-858-2200</u>
<u>32</u>	<u>Florida</u>	<u>Englewood</u>	<u>VRM Florida OPCO, LLC</u>	<u>2811 Ponce de Leon Blvd, Ste 400 Coral Gables, FL 33134</u>	<u>305-858-2200</u>
<u>33</u>	<u>Florida</u>	<u>Naples</u>	<u>VRM Florida OPCO, LLC</u>	<u>2811 Ponce de Leon Blvd, Ste 400 Coral Gables, FL 33134</u>	<u>305-858-2200</u>

<u>7</u>	Colorado	Highlands Ranch	Hosting from the Heart, LLC	~~10021 Stratford Lane, Highlands Ranch, CO 80126~~	~~(720)~~ ~~575-4500~~
<u>8</u> <u>34</u>	Florida	~~Miami~~ <u>Fort Lauderdale</u>	Andres Gonzales and Gabi Zahler	14670 SW 99 CT., Miami, FL 33176	~~(954)~~ ~~363-1217~~ <u>954</u> ~~-363-1217~~
<u>9</u> <u>35</u>	Florida	~~Fort~~ <u>Pierce</u> <u>Treasure Coast</u>	Treasure Coast Hospitality Services, LLC	305 S. 7 th Street, Fort Pierce, FL 34950	~~(772)~~ ~~204-0090~~ <u>772</u> ~~-204-0090~~
<u>36</u>	Florida	Jacksonville	Impact STR LLC	10175 Fortune	646-372-7579

				<u>Parkway, Suite 501</u> <u>Jacksonville, FL</u> <u>32256</u>	
<u>37</u>	<u>Florida</u>	<u>St. Augustine</u>	<u>Impact STR LLC</u>	<u>10175 Fortune</u> <u>Parkway, Suite 501</u> <u>Jacksonville, FL</u> <u>32256</u>	<u>646-372-7579</u>
<u>38</u>	<u>Florida</u>	<u>Palm Coast</u>	<u>Impact STR LLC</u>	<u>10175 Fortune</u> <u>Parkway, Suite 501</u> <u>Jacksonville, FL</u> <u>32256</u>	<u>646-372-7579</u>
<u>39</u>	<u>Florida</u>	<u>Amelia Island</u>	<u>Impact STR LLC</u>	<u>10175 Fortune</u> <u>Parkway, Suite 501</u> <u>Jacksonville, FL</u> <u>32256</u>	<u>646-372-7579</u>
<u>40</u>	<u>Florida</u>	<u>Dauphine</u> <u>Island</u>	<u>TSTRC Florida</u> <u>LLC</u>	<u>2021 McKinney</u> <u>Avenue, Suite 1200</u> <u>Dallas, Texas 75201</u>	<u>1-800-GOREL</u> <u>AX</u>
<u>41</u>	<u>Florida</u>	<u>Navarre Beach</u>	<u>TSTRC Florida</u> <u>LLC</u>	<u>2021 McKinney</u> <u>Avenue, Suite 1200</u> <u>Dallas, Texas 75201</u>	<u>1-800-GOREL</u> <u>AX</u>
<u>42</u>	<u>Florida</u>	<u>Destin</u>	<u>TSTRC Florida</u> <u>LLC</u>	<u>2021 McKinney</u> <u>Avenue, Suite 1200</u> <u>Dallas, Texas 75201</u>	<u>1-800-GOREL</u> <u>AX</u>
<u>43</u>	<u>Florida</u>	<u>Forgotten</u> <u>Coast</u>	<u>TSTRC Florida</u> <u>LLC</u>	<u>2021 McKinney</u> <u>Avenue, Suite 1200</u> <u>Dallas, Texas 75201</u>	<u>1-800-GOREL</u> <u>AX</u>
<u>44</u>	<u>Florida</u>	<u>Fort Walton</u>	<u>TSTRC Florida</u> <u>LLC</u>	<u>2021 McKinney</u> <u>Avenue, Suite 1200</u> <u>Dallas, Texas 75201</u>	<u>1-800-GOREL</u> <u>AX</u>
<u>45</u>	<u>Florida</u>	<u>Pensacola</u>	<u>TSTRC Florida</u> <u>LLC</u>	<u>2021 McKinney</u> <u>Avenue, Suite 1200</u> <u>Dallas, Texas 75201</u>	<u>1-800-GOREL</u> <u>AX</u>

<u>46</u>	<u>Florida</u>	<u>Panama City Beach</u>	<u>TSTRC Florida LLC</u>	<u>2021 McKinney Avenue, Suite 1200 Dallas, Texas 75201</u>	<u>1-800-GOREL AX</u>
<u>47</u>	<u>Florida</u>	<u>Perdido Key</u>	<u>TSTRC Florida LLC</u>	<u>2021 McKinney Avenue, Suite 1200 Dallas, Texas 75201</u>	<u>1-800-GOREL AX</u>
<u>48</u>	<u>Florida</u>	<u>Santa Rosa</u>	<u>TSTRC Florida LLC</u>	<u>2021 McKinney Avenue, Suite 1200 Dallas, Texas 75201</u>	<u>1-800-GOREL AX</u>

~~40~~	Florida	Flagler Beach	Jesse & Jamie Karanas	300 S. Daytona Avenue #1316n, Flagler Beach, FL 32136	(904) 569-0039
~~41~~	Florida	Orlando	Columbia Management LLC	1420 Celebration Blvd. Celebration, FL 34747	407-777-2224

~~42~~ <u>49</u>	Florida	New Smyrna	GunnSmith Holdings LLC	209 Downing Street New Smyrna Beach FL 32169	386-423-8400
<u>50</u>	<u>Florida</u>	<u>Tampa</u>	<u>Roofstock STR Ops LLC</u>	<u>2001 Broadway Suite 400, Oakland, CA 94612</u>	<u>800-466-4116</u>
<u>51</u>	<u>Florida</u>	<u>Key West</u>	<u>Key West Vacation Rentals Holdings, LLC</u>	<u>1001 Whitehead St, Key West, FL 33040</u>	<u>305-916-1517</u>
<u>52</u>	<u>Florida</u>	<u>Islamorada/Key Largo</u>	<u>Key West Vacation Rentals Holdings, LLC</u>	<u>1001 Whitehead St, Key West, FL 33040</u>	<u>305-916-1517</u>
<u>53</u>	<u>Florida</u>	<u>Marathon</u>	<u>Key West Vacation Rentals Holdings, LLC</u>	<u>1001 Whitehead St, Key West, FL 33040</u>	<u>305-916-1517</u>
<u>54</u>	<u>Georgia</u>	<u>Savannah</u>	<u>Drift Away Property Management LLC</u>	<u>8735 DUNWOODY Place STE N, Atlanta, GA, 30350</u>	<u>207-710-3974</u>
<u>55</u>	<u>Georgia</u>	<u>Columbus</u>	<u>M&A Patriot</u>	<u>247 Yorkshire Drive,</u>	<u>904-994-2654</u>

			<u>Rentals LLC</u>	<u>Saint Augustine, Florida 32092</u>	
~~13~~ <u>5</u> <u>6</u>	~~Florida~~ <u>Georgia</u>	~~Jacksonville Beach St.~~ <u>Simons Island</u>	~~Short Term Team~~ <u>Impact STR LLC</u>	~~4016 3rd St S #1174, 10175~~ <u>Fortune Parkway, Suite 501</u> ~~Jacksonville Beach, FL 32250~~ <u>32256</u>	~~(904) 456-0334~~ <u>646-372-7579</u>
~~14~~ <u>5</u> <u>7</u>	Hawaii	Kona	Casago Kona, LLC	75-5656 Kuakini Hwy, Suite 202, Kailua-Kona, HI 96740	~~(707) 496-8746~~ <u>707-496-8746</u>
~~15~~ <u>5</u> <u>8</u>	Idaho	McCall	DoneRight Management, LLC	200 E Park Street, McCall, ID 83638	~~(208) 634-0030~~ <u>208-634-0030</u>
~~16~~ <u>5</u> <u>9</u>	Idaho	Island Park	Robb Rentals, LLC	4121 Quakie Lane, Island Park, ID 83429	~~(208) 462-3475~~ <u>208-462-3475</u>
~~17~~ <u>6</u> <u>0</u>	Idaho	Garden Valley	Idaho Vacation Cabins, LLC	12 Timberline Drive, Garden Valley, ID 83622	~~(208) 462-3475~~ <u>208-462-3475</u>
<u>61</u>	<u>Idaho</u>	<u>Coeur d'Alene</u>	<u>Unwind, LLC</u>	<u>1107 N 4th St, Unit 103, Coeur d'Alene, ID 83814</u>	<u>509-847-8492</u>
<u>62</u>	<u>Idaho</u>	<u>Boise</u>	<u>Peak House Properties LLC</u>	<u>4400 W. State St Unit 813 Boise ID 83703</u>	<u>970-333-9097</u>
<u>63</u>	<u>Idaho</u>	<u>McCall</u>	<u>Peak House Properties LLC</u>	<u>4400 W. State St Unit 813 Boise ID 83703</u>	<u>970-333-9097</u>
~~18~~ <u>6</u> <u>4</u>	Idaho	~~Ketchum~~ <u>Sun Valley</u>	Michaels Vacation Rentals, LLC	340 River Street West, Ketchum, ID 83340	~~(208) 900-6292~~ <u>208-900-6292</u>
<u>65</u>	<u>Maryland</u>	<u>Annapolis</u>	<u>DNSMYTHERS Asset Management, INC</u>	<u>278 Cedar Ln. #2025, Vienna, VA 22180</u>	<u>888-989-4199</u>
<u>66</u>	<u>Maryland</u>	<u>Ocean City</u>	<u>VRM Maryland OPCO, LLC</u>	<u>2811 Ponce de Leon Blvd, Ste 400 Coral Gables, FL 33134</u>	<u>305-858-2200</u>
<u>67</u>	<u>Massachusetts</u>	<u>Cape Cod</u>	<u>VRM Massachusetts OPCO, LLC</u>	<u>2811 Ponce de Leon Blvd, Ste 400 Coral Gables, FL 33134</u>	<u>305-858-2200</u>
<u>68</u>	<u>Michigan</u>	<u>North Lake Michigan</u>	<u>VRM Michigan OPCO, LLC</u>	<u>2811 Ponce de Leon Blvd, Ste 400 Coral Gables, FL 33134</u>	<u>305-858-2200</u>

<u>69</u>	<u>Michigan</u>	<u>Glen Arbor</u>	<u>VRM Michigan OPCO, LLC</u>	<u>2811 Ponce de Leon Blvd, Ste 400 Coral Gables, FL 33134</u>	<u>305-858-2200</u>
<u>70</u>	<u>Michigan</u>	<u>North Lakes Region</u>	<u>VRM Michigan OPCO, LLC</u>	<u>2811 Ponce de Leon Blvd, Ste 400 Coral Gables, FL 33134</u>	<u>305-858-2200</u>
<u>71</u>	<u>Michigan</u>	<u>South Lakes Region</u>	<u>VRM Michigan OPCO, LLC</u>	<u>2811 Ponce de Leon Blvd, Ste 400 Coral Gables, FL 33134</u>	<u>305-858-2200</u>
~~19~~ <u>7</u> <u>2</u>	Minnesota	Duluth	River West Vacation Homes	4257 Haines Rd. Hermantown, MN 55811	~~(218)~~ ~~524-9972~~ <u>218</u> <u>-524-9972</u>
~~20~~ <u>7</u> <u>3</u>	Missouri	Lake of the Ozarks	Intentionally Designed LakeDays Rentals	208 N Main Street, Gravois Mills, MO 65037	573-836-6566
~~21~~ <u>7</u> <u>4</u>	Montana	Whitefish	Whitefish Stays, LLC	102 E. 2 nd Street, Whitefish, MT 59937	~~(406)~~ ~~730-3338~~ <u>406</u> <u>-730-3338</u>
<u>75</u>	<u>New Mexico</u>	<u>Santa Fe</u>	<u>Sierra Sol Elevated Stays, LLC</u>	<u>1029 Paseo Del Pueblo Norte El Prado NM 87529</u>	<u>760-331-9317</u>
<u>76</u>	<u>New Mexico</u>	<u>Angel Fire/Taos</u>	<u>Sierra Sol Elevated Stays, LLC</u>	<u>1029 Paseo Del Pueblo Norte El Prado NM 87529</u>	<u>760-331-9317</u>
<u>77</u>	<u>North Carolina</u>	<u>Asheville</u>	<u>VRM North Carolina OPCO, LLC</u>	<u>2811 Ponce de Leon Blvd, Ste 400 Coral Gables, FL 33134</u>	<u>305-858-2200</u>
<u>78</u>	<u>North Carolina</u>	<u>North Carolina West</u>	<u>VRM North Carolina OPCO, LLC</u>	<u>2811 Ponce de Leon Blvd, Ste 400 Coral Gables, FL 33134</u>	<u>305-858-2200</u>
<u>79</u>	<u>North Carolina</u>	<u>Atlantic Beach</u>	<u>Cape Fear Management Holdings LLC</u>	<u>41156 North Carolina Hwy 12, Avon, NC 27915</u>	<u>336-577-3783</u>
<u>80</u>	<u>North Carolina</u>	<u>Carolina Beach</u>	<u>Cape Fear Management Holdings LLC</u>	<u>41156 North Carolina Hwy 12, Avon, NC 27915</u>	<u>336-577-3783</u>
<u>81</u>	<u>North Carolina</u>	<u>Hatteras</u>	<u>Cape Fear Management Holdings LLC</u>	<u>41156 North Carolina Hwy 12, Avon, NC 27915</u>	<u>336-577-3783</u>
<u>82</u>	<u>North Carolina</u>	<u>Holden Beach</u>	<u>Cape Fear Management Holdings LLC</u>	<u>41156 North Carolina Hwy 12, Avon, NC 27915</u>	<u>336-577-3783</u>
<u>83</u>	<u>North Carolina</u>	<u>Wilmington</u>	<u>Cape Fear Management Holdings LLC</u>	<u>41156 North Carolina Hwy 12, Avon, NC 27915</u>	<u>336-577-3783</u>
<u>84</u>	<u>North</u>	<u>Surfcity/Topsa</u>	<u>Cape Fear</u>	<u>41156 North</u>	<u>336-577-3783</u>

	<u>Carolina</u>	<u>il</u>	<u>Management Holdings LLC</u>	<u>Carolina Hwy 12, Avon, NC 27915</u>	
~~22~~ <u>8</u> <u>5</u>	Nevada	Henderson	JB Spisso and Ilona Melnichenko	1034 Delbrook Ave, Henderson, NV 89012	~~(845)~~ ~~242-7828~~ <u>845</u> ~~-242-7828~~
<u>86</u>	<u>Nevada</u>	<u>Nevada South Lake Tahoe</u>	<u>TSTRC California LP</u>	<u>2021 McKinney Avenue, Suite 1200 Dallas, Texas 75201</u>	<u>1-800-GOREL AX</u>
<u>87</u>	<u>Nevada</u>	<u>Incline Village</u>	<u>TSTRC California LP</u>	<u>2021 McKinney Avenue, Suite 1200 Dallas, Texas 75201</u>	<u>1-800-GOREL AX</u>
~~23~~ <u>8</u> <u>8</u>	Oregon	~~Canby~~ <u>Willamette Valley</u>	MMDR LLC	1109 SW 1st Ave Suite F #411 Canby, OR 97013	~~(503)~~ ~~924-5115~~ <u>503</u> ~~-924-5115~~
<u>89</u>	<u>Oregon</u>	<u>Oregon Coast</u>	<u>Roofstock STR Ops LLC</u>	<u>2001 Broadway Suite 400, Oakland, CA 94612</u>	<u>800-466-4116</u>
<u>90</u>	<u>Oregon</u>	<u>Astoria</u>	<u>TSTRC Oregon LLC</u>	<u>2021 McKinney Avenue, Suite 1200 Dallas, Texas 75201</u>	<u>1-800-GOREL AX</u>

~~24~~	~~Oregon~~	~~Sunriver~~	~~Casara Vacation Rentals, LLC~~	~~57100 Beaver Drive, Ste 6, Sunriver, OR 97707~~	~~(800)~~ ~~531-1130~~
~~25~~ <u>9</u> <u>1</u>	Oregon	Cannon Beach	~~Haystack Luxury Vacation Rentals~~ <u>TSTRC Oregon LLC</u>	~~Po Box 911 Cannon Beach, Or. 97110~~ <u>2021 McKinney Avenue, Suite 1200 Dallas, Texas 75201</u>	~~971-287-1907~~ <u>1-800-GOREL AX</u>
<u>92</u>	<u>Oregon</u>	<u>Long Beach/Ocean Park</u>	<u>TSTRC Oregon LLC</u>	<u>2021 McKinney Avenue, Suite 1200 Dallas, Texas 75201</u>	<u>1-800-GOREL AX</u>
<u>93</u>	<u>Oregon</u>	<u>Mt. Hood</u>	<u>TSTRC Oregon LLC</u>	<u>2021 McKinney Avenue, Suite 1200 Dallas, Texas 75201</u>	<u>1-800-GOREL AX</u>
<u>94</u>	<u>Oregon</u>	<u>Eugene</u>	<u>TSTRC Oregon LLC</u>	<u>2021 McKinney Avenue, Suite 1200 Dallas, Texas 75201</u>	<u>1-800-GOREL AX</u>
<u>95</u>	<u>Oregon</u>	<u>Newport</u>	<u>TSTRC Oregon LLC</u>	<u>2021 McKinney Avenue, Suite 1200 Dallas, Texas 75201</u>	<u>1-800-GOREL AX</u>

<u>96</u>	<u>Oregon</u>	<u>Oregon Central</u>	<u>TSTRC Oregon LLC</u>	<u>2021 McKinney Avenue, Suite 1200 Dallas, Texas 75201</u>	<u>1-800-GOREL AX</u>
<u>97</u>	<u>Oregon</u>	<u>Sunriver</u>	<u>TSTRC Oregon LLC</u>	<u>2021 McKinney Avenue, Suite 1200 Dallas, Texas 75201</u>	<u>1-800-GOREL AX</u>
<u>98</u>	<u>Oregon</u>	<u>Walport/Yachts</u>	<u>TSTRC Oregon LLC</u>	<u>2021 McKinney Avenue, Suite 1200 Dallas, Texas 75201</u>	<u>1-800-GOREL AX</u>
<u>99</u>	<u>Oregon</u>	<u>South Coast</u>	<u>TSTRC Oregon LLC</u>	<u>2021 McKinney Avenue, Suite 1200 Dallas, Texas 75201</u>	<u>1-800-GOREL AX</u>
<u>26100</u>	<u>South Carolina</u>	<u>Myrtle Beach</u>	<u>Larrowe Property Management LLC, DBA Coastline Beach Rentals</u>	<u>516 Broadway St., Myrtle Beach, SC 29577</u>	<u>(843) 999-2837 843 -999-2837</u>
<u>101</u>	<u>South Carolina</u>	<u>Columbia</u>	<u>KGR Property Management LLC</u>	<u>30 Glen Echo Shore Road, Charlton, MA</u>	<u>203-668-3621</u>
<u>102</u>	<u>South Carolina</u>	<u>Charleston</u>	<u>Roofstock STR Ops LLC</u>	<u>2001 Broadway Suite 400, Oakland, CA 94612</u>	<u>800-466-4116</u>
<u>103</u>	<u>South Carolina</u>	<u>Edisto Beach</u>	<u>Dwell Vacation Rentals, LLC</u>	<u>2700 Via Fortuna, Austin TX 78746</u>	<u>205-335-9516</u>
<u>104</u>	<u>South Carolina</u>	<u>Hilton Head</u>	<u>Dwell Vacation Rentals, LLC</u>	<u>2700 Via Fortuna, Austin TX 78746</u>	<u>205-335-9516</u>
<u>105</u>	<u>Tennessee</u>	<u>Memphis</u>	<u>Horizon Property Group LLC</u>	<u>813 Ridge Lake Blvd, Memphis TN 38120</u>	<u>901-459-4002</u>
<u>106</u>	<u>Tennessee</u>	<u>Gatlinburg</u>	<u>DSK Partners LLCDSK Partners LLC</u>	<u>2029 Red Bank Road Sevierville, Tennessee 37876</u>	<u>865-427-4075</u>

<u>107</u>	<u>Tennessee</u>	<u>Tennessee Smokies</u>	<u>DSK Partners LLC</u> <u>DSK Partners LLC</u>	<u>2029 Red Bank Road</u> <u>Sevierville, Tennessee 37876</u>	<u>865-427-4075</u>
<u>108</u>	<u>Tennessee</u>	<u>Northeast Tennessee</u>	<u>DSK Partners LLC</u> <u>DSK Partners LLC</u>	<u>2029 Red Bank Road</u> <u>Sevierville, Tennessee 37876</u>	<u>865-427-4075</u>
~~27~~ <u>1</u> <u>09</u>	Texas	Bolivar Peninsula	Bolivar Vacations, A Series of Scruggs Real Estate,	P.O. Box 678 Waxahachie, TX 75168	972-441-5606
<u>110</u>	<u>Texas</u>	<u>Freeport</u>	<u>Bolivar Vacations, A Series of Scruggs Real Estate,</u>	<u>P.O. Box 678</u> <u>Waxahachie, TX 75168</u>	<u>972-441-5606</u>
<u>111</u>	<u>Texas</u>	<u>San Antonio</u>	<u>Bolivar Vacations, A Series of Scruggs Real Estate,</u>	<u>P.O. Box 678</u> <u>Waxahachie, TX 75168</u>	<u>972-441-5606</u>
<u>112</u>	<u>Texas</u>	<u>New Braunfels</u>	<u>Bolivar Vacations, A Series of Scruggs Real Estate,</u>	<u>P.O. Box 678</u> <u>Waxahachie, TX 75168</u>	<u>972-441-5606</u>
~~28~~ <u>1</u> <u>13</u>	Texas	~~Fredricksburg~~ <u>North Hill Country</u>	Roman Tomkiv	5604 Southwest Parkway #0934, Austin, TX 78735	~~(970)~~ ~~680-1983~~ <u>970</u> ~~-680-1983~~
~~29~~ <u>1</u> <u>14</u>	Texas	Galveston	Kovi Real Estate Holdings, LLC	1021 61 st Street, Ste 100-B, Galveston, TX 77551	~~(409)~~ ~~974-4598~~ <u>409</u> ~~-974-4598~~
~~30~~ <u>1</u> <u>15</u>	Texas	~~Port Isabel~~ <u>South Padre Island</u>	Destination Padre, LLC	33840 S. Garcia Street, Unit 218, Port Isabel, TX 78578	~~(956)~~ ~~410-2234~~ <u>956</u> ~~-410-2234~~
~~31~~ <u>1</u> <u>16</u>	Texas	~~Pflugerville~~ <u>Highland Lakes</u>	Highland Lakes - Y-Man Holdings LLC	16816 Aventura Avenue, Pflugerville, TX 78660	~~(512)~~ ~~772-2005~~ <u>512</u> ~~-772-2005~~
~~32~~ <u>1</u> <u>17</u>	Texas	~~Concan~~ <u>Frio River</u>	Frio River Resorts LLC	26 S. Tomahawk Way Concan, ~~Texas~~ <u>TX</u> 78838	830-232-5544
~~33~~ <u>1</u> <u>18</u>	Texas	Austin	Andrew Ross	2250 Double Creek Dr #8522, Round Rock, TX 78683	~~(512)~~ ~~996-3353~~ <u>512</u> ~~-996-3353~~
~~34~~ <u>1</u> <u>19</u>	Utah	Heber City	Fluid RE Solutions, LLC	104 E 600 S, PMB 414, Heber City, UT 84032	~~(435)~~ ~~659-2340~~ <u>435</u> ~~-659-2340~~
<u>120</u>	<u>Utah</u>	<u>North Salt</u>	<u>TSTRC Utah LLC</u>	<u>2021 McKinney</u>	<u>1-800-GOREL</u>

		<u>Lake City</u>		<u>Avenue, Suite 1200</u> <u>Dallas, Texas 75201</u>	<u>AX</u>
<u>121</u>	<u>Utah</u>	<u>Park City/Heber City</u>	<u>TSTRC Utah LLC</u>	<u>2021 McKinney Avenue, Suite 1200</u> <u>Dallas, Texas 75201</u>	<u>1-800-GOREL</u> <u>AX</u>
<u>122</u>	<u>Virginia</u>	<u>Virginia Beach</u>	<u>VRM Virginia OPCO, LLC</u>	<u>2811 Ponce de Leon Blvd, Ste 400 Coral Gables, FL 33134</u>	<u>305-858-2200</u>

~~35~~	~~Virginia~~	~~Moneta~~	~~SML Rental, LLC~~	~~13699 Booker T. Washington Hwy, Suite 204, Moneta, VA 24121~~	~~(844) 650-6000~~

~~36~~ <u>1</u> <u>23</u>	Virginia	~~Galax~~ <u>Blue Ridge Parkway</u>	Ashley and Isaac Larrowe	Coastline Beach Rentals, 516 Broadway St, Myrtle Beach SC 29577	276-469-8059
<u>124</u>	<u>Wisconsin</u>	<u>Northwoods</u>	<u>VRM Wisconsin OPCO, LLC</u>	<u>2811 Ponce de Leon Blvd, Ste 400 Coral Gables, FL 33134</u>	<u>305-858-2200</u>
<u>125</u>	<u>Wisconsin</u>	<u>Petenwell Lake</u>	<u>VRM Wisconsin OPCO, LLC</u>	<u>2811 Ponce de Leon Blvd, Ste 400 Coral Gables, FL 33134</u>	<u>305-858-2200</u>

**LIST OF FRANCHISEES WITH SIGNED FRANCHISE AGREEMENTS BUT NOT OPEN AS OF
DECEMBER 31, ~~2024~~2025**

	<u>State</u>	<u>Outlet</u>	<u>Legal Name of Franchisee</u>	<u>Address of Franchised Business</u>
<u>1</u>		<u>Belize</u>	<u>Traveline Investments Ltd. and Montverde Investments Ltd.</u>	<u>54 Hummingbird Highway, Belmopan, Belize</u>
<u>2</u>	<u>Alaska</u>	<u>Girdwood-Achorage</u>	<u>Cold Creek Hospitality, LLC</u>	<u>97 Woodland Road, North Hampton, NH 03862</u>
<u>3</u>	<u>California</u>	<u>Mammoth</u>	<u>First Chair Operating Company LLC,</u>	<u>1475 Pine Grove Road, Steamboat Springs, CO 80487</u>
<u>4</u>	<u>California</u>	<u>Orange County</u>	<u>Acme Orange County CA Inc.</u>	<u>1719 Pomona Avenue, Costa Mesa, CA 92627</u>
<u>5</u>	<u>California</u>	<u>Sonoma County</u>	<u>Callinan Property Rentals, LLC</u>	<u>2120 Florence Ave, San Luis Obispo, CA 93401</u>
<u>6</u>	<u>Colorado</u>	<u>Aspen</u>	<u>First Chair Operating Company LLC,</u>	<u>1475 Pine Grove Road, Steamboat Springs, CO 80487</u>
<u>7</u>	<u>Colorado</u>	<u>Steamboat Springs</u>	<u>First Chair Operating Company LLC,</u>	<u>1475 Pine Grove Road, Steamboat Springs, CO 80487</u>
<u>8</u>	<u>Colorado</u>	<u>Breckenridge</u>	<u>First Chair Operating Company LLC,</u>	<u>1475 Pine Grove Road, Steamboat Springs, CO 80487</u>
<u>9</u>	<u>Colorado</u>	<u>Crested Butte</u>	<u>First Chair Operating Company LLC,</u>	<u>1475 Pine Grove Road, Steamboat Springs, CO 80487</u>
<u>10</u>	<u>Colorado</u>	<u>Durango</u>	<u>First Chair Operating Company LLC,</u>	<u>1475 Pine Grove Road, Steamboat Springs, CO 80487</u>
<u>11</u>	<u>Colorado</u>	<u>Frisco</u>	<u>First Chair Operating Company LLC,</u>	<u>1475 Pine Grove Road, Steamboat</u>

				<u>Springs,</u> <u>CO 80487</u>
<u>12</u>	<u>Colorado</u>	<u>Grand County</u>	<u>First Chair Operating</u> <u>Company LLC,</u>	<u>1475 Pine</u> <u>Grove Road, Steamboat</u> <u>Springs,</u> <u>CO 80487</u>
<u>13</u>	<u>Colorado</u>	<u>Keystone</u>	<u>First Chair Operating</u> <u>Company LLC,</u>	<u>1475 Pine</u> <u>Grove Road, Steamboat</u> <u>Springs,</u> <u>CO 80487</u>
<u>14</u>	<u>Colorado</u>	<u>Pagosa Springs</u>	<u>First Chair Operating</u> <u>Company LLC,</u>	<u>1475 Pine</u> <u>Grove Road, Steamboat</u> <u>Springs,</u> <u>CO 80487</u>
<u>15</u>	<u>Colorado</u>	<u>Silverthorne/Di</u> <u>llon</u>	<u>First Chair Operating</u> <u>Company LLC,</u>	<u>1475 Pine</u> <u>Grove Road, Steamboat</u> <u>Springs,</u> <u>CO 80487</u>
<u>16</u>	<u>Colorado</u>	<u>South Fork</u>	<u>First Chair Operating</u> <u>Company LLC,</u>	<u>1475 Pine</u> <u>Grove Road, Steamboat</u> <u>Springs,</u> <u>CO 80487</u>
<u>17</u>	<u>Colorado</u>	<u>Telluride</u>	<u>First Chair Operating</u> <u>Company LLC,</u>	<u>1475 Pine</u> <u>Grove Road, Steamboat</u> <u>Springs,</u> <u>CO 80487</u>
<u>18</u>	<u>Colorado</u>	<u>Vail</u>	<u>First Chair Operating</u> <u>Company LLC,</u>	<u>1475 Pine</u> <u>Grove Road, Steamboat</u> <u>Springs,</u> <u>CO 80487</u>
<u>19</u>	<u>Colorado</u>	<u>Colorado Springs</u>	<u>Dual Range Management,</u> <u>LLC,</u>	<u>759 Gold Hill Pl S, Woodland</u> <u>Park, CO 80863</u>
<u>20</u>	<u>Florida</u>	<u>Anna Maria Island</u>	<u>Sun and Sand VRM, LLC</u>	<u>3004 Avenue C Holmes Beach</u> <u>FL 34217</u>
<u>21</u>	<u>Florida</u>	<u>Central Florida</u>	<u>Sun and Sand VRM, LLC</u>	<u>3004 Avenue C Holmes Beach</u> <u>FL 34217</u>
<u>22</u>	<u>Hawaii</u>	<u>Oahu</u>	<u>Hawaii Exclusive</u> <u>Management LLC,</u>	<u>2955 Aukele St. STE 204, Lihue,</u> <u>HI 96766</u>

<u>23</u>	<u>Hawaii</u>	<u>Molokai</u>	<u>Hawaii Exclusive Management LLC,</u>	<u>2955 Aukele St. STE 204, Lihue, HI 96766</u>
<u>24</u>	<u>Hawaii</u>	<u>Maui</u>	<u>Hawaii Exclusive Management LLC,</u>	<u>2955 Aukele St. STE 204, Lihue, HI 96766</u>
<u>25</u>	<u>Hawaii</u>	<u>Kauai</u>	<u>Hawaii Exclusive Management LLC,</u>	<u>2955 Aukele St. STE 204, Lihue, HI 96766</u>
<u>26</u>	<u>Hawaii</u>	<u>Big Island</u>	<u>Hawaii Exclusive Management LLC,</u>	<u>2955 Aukele St. STE 204, Lihue, HI 96766</u>
<u>27</u>	<u>Idaho</u>	<u>North & Central</u>	<u>First Chair Operating Company LLC,</u>	<u>1475 Pine Grove Road, Steamboat Springs, CO 80487</u>
<u>28</u>	<u>Idaho</u>	<u>South</u>	<u>First Chair Operating Company LLC,</u>	<u>1475 Pine Grove Road, Steamboat Springs, CO 80487</u>
<u>29</u>	<u>Maine</u>	<u>Central & West</u>	<u>First Chair Operating Company LLC,</u>	<u>1475 Pine Grove Road, Steamboat Springs, CO 80487</u>
<u>30</u>	<u>Maine</u>	<u>South</u>	<u>First Chair Operating Company LLC,</u>	<u>1475 Pine Grove Road, Steamboat Springs, CO 80487</u>
<u>31</u>	<u>Maine</u>	<u>Northern Maine</u>	<u>T2P Maine, LLC</u>	<u>256 Main Street Suite 3 Rockland ME 04841</u>
<u>32</u>	<u>Maine</u>	<u>Mid Coast Maine</u>	<u>T2P Maine, LLC</u>	<u>256 Main Street Suite 3 Rockland ME 04841</u>
<u>33</u>	<u>Maine</u>	<u>Maine South</u>	<u>T2P Maine, LLC</u>	<u>256 Main Street Suite 3 Rockland ME 04841</u>
<u>34</u>	<u>Maine</u>	<u>Maine Central West</u>	<u>T2P Maine, LLC</u>	<u>256 Main Street Suite 3 Rockland ME 04841</u>
<u>35</u>	<u>Montana</u>	<u>North</u>	<u>First Chair Operating</u>	<u>1475 Pine</u>

			<u>Company LLC,</u>	<u>Grove Road, Steamboat Springs, CO 80487</u>
<u>36</u>	<u>Montana</u>	<u>South</u>	<u>First Chair Operating Company LLC,</u>	<u>1475 Pine Grove Road, Steamboat Springs, CO 80487</u>
<u>37</u>	<u>New Hampshire</u>	<u>North</u>	<u>First Chair Operating Company LLC,</u>	<u>1475 Pine Grove Road, Steamboat Springs, CO 80487</u>
<u>38</u>	<u>North Carolina</u>	<u>Carolina Mountains</u>	<u>Highland Ridge Rentals LLC,</u>	<u>2120 Tynecastle Highway, Banner Elk, NC, 28604</u>
<u>39</u>	<u>South Dakota</u>	<u>Black Hills</u>	<u>Dual Range Management, LLC,</u>	<u>11842 US-14A, Sturgis, SD 55785</u>
<u>40</u>	<u>Tennessee</u>	<u>Nashville</u>	<u>DSK Nashville, LLC</u>	<u>2029 Red Bank Road Sevierville, Tennessee 37876</u>
<u>41</u>	<u>Tennessee</u>	<u>Franklin</u>	<u>DSK Nashville, LLC</u>	<u>2029 Red Bank Road Sevierville, Tennessee 37876</u>
<u>42</u>	<u>Vermont</u>	<u>Ludlow</u>	<u>First Chair Operating Company LLC,</u>	<u>1475 Pine Grove Road, Steamboat Springs, CO 80487</u>
<u>43</u>	<u>Vermont</u>	<u>North</u>	<u>First Chair Operating Company LLC,</u>	<u>1475 Pine Grove Road, Steamboat Springs, CO 80487</u>
<u>44</u>	<u>Vermont</u>	<u>South</u>	<u>First Chair Operating Company LLC,</u>	<u>1475 Pine Grove Road, Steamboat Springs, CO 80487</u>
<u>45</u>	<u>Virginia</u>	<u>Lake Anna</u>	<u>Virginia Lakes LLC,</u>	<u>5736 Courthouse Rd, Spotsylvania, VA</u>
<u>46</u>	<u>Wyoming</u>	<u>Jackson Hole</u>	<u>First Chair Operating Company LLC,</u>	<u>1475 Pine Grove Road, Steamboat Springs, CO 80487</u>

~~NONE.~~

EXHIBIT G
TO CASAGO INTERNATIONAL, LLC'S
FRANCHISE DISCLOSURE DOCUMENT

LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM

The following lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of Franchisees who had an opened outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement with us during our most recently completed fiscal year or who had not communicated with us within 10 weeks of the issuance date of this Disclosure Document:

	State	~~City~~ Outlet	Legal Name of Franchisee	Franchisee Telephone Number
1	Alabama	~~Fort Payne~~ Gulf Shores	~~Creative Event Solutions, LLC~~ Tim Newman	~~(256) 604-1093~~ 251-651-6500
<u>2</u>	<u>California</u>	<u>Truckee</u>	<u>Tahoe Truckee Vacation Properties, Inc.</u>	<u>530-582-6186</u>
<u>3</u>	<u>California</u>	<u>North Lake Tahoe</u>	<u>Tahoe Truckee Vacation Properties, Inc.</u>	<u>530-582-6186</u>
<u>4</u>	<u>California</u>	<u>Palm Springs</u>	<u>GRB Properties, Inc.</u>	<u>760-621-8889</u>
<u>5</u>	<u>Colorado</u>	<u>Breckenridge</u>	<u>Hosting from the Heart, LLC</u>	<u>720-575-4500</u>
<u>6</u>	<u>Florida</u>	<u>Palm Coast*</u>	<u>Jessie & Jamie Karanas</u>	<u>904-569-0039</u>
<u>7</u>	<u>Florida</u>	<u>Jacksonville*</u>	<u>Short Term Team LLC</u>	<u>904-456-0334</u>
<u>8</u>	<u>Oregon</u>	<u>Sunriver</u>	<u>Cascara Vacation Rentals, LLC</u>	<u>800-531-1130</u>
<u>9</u>	<u>Oregon</u>	<u>Cannon Beach</u>	<u>Haystack Luxury Vacation Rentals LLC</u>	<u>971-287-1907</u>
<u>10</u>	<u>Virginia</u>	<u>Smith Mountain Lake*</u>	<u>SML Rental, LLC</u>	<u>844-650-6000</u>
<u>2</u>	<u>Arizona</u>	<u>Overgaard</u>	<u>Serenity North, LLC</u>	<u>(928)-275-3976</u>

* Indicates a transferred or re-acquired outlet.

EXHIBIT H
TO CASAGO INTERNATIONAL, LLC'S
FRANCHISE DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDA

CALIFORNIA

ADDENDUM TO DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Financial Protection and Innovation, prior to a solicitation of a proposed material modification of an existing franchise.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE OFFERING CIRCULAR.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF BUSINESS FINANCIAL PROTECTION AND INNOVATION NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

SOME OR ALL OF THE OWNERS OF THE FRANCHISE MAY BE REQUIRED TO EXECUTE PERSONAL GUARANTEES. THIS REQUIREMENT PLACES THE MARITAL ASSETS OF THE SPOUSES DOMICILED IN COMMUNITY PROPERTY STATES – ARIZONA, CALIFORNIA, IDAHO, LOUISIANA, NEVADA, NEW MEXICO, TEXAS, WASHINGTON AND WISCONSIN AT RISK IF YOUR FRANCHISE FAILS.

1. The following paragraph is added to the end of Item 3 of the Disclosure Document:

Neither franchisor nor any person or franchise broker in Item 2 of this disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in that association or exchange.

2. The following paragraph is added to the end of Item 5 of the Disclosure Document:

The Department of Financial Protection and Innovation requires that the franchisor defer the collection of all initial fees from California franchisees until the franchisor has completed all its pre-opening obligations and franchisee is open for business. For any development agreement, the payment of the development and initial fee attributable to a specific unit is deferred until that unit is open.

3. The following paragraph is added to the end of Item 6 of the Disclosure Document:

With respect to the Late Fee described in Item 6, this Item is amended to disclose that the maximum rate of interest permitted under California law is 10%.

4. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

The Franchise Agreement requires franchisee to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of that law or any rule or order thereunder is void.

California's Franchise Investment Law (Corporations Code section 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contract to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

If the Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise, this provision may not be enforceable under California law.

The Franchise Agreement and Area Development Agreement grant us the option to submit disputes by mediation or arbitration. The mediation or arbitration will occur in Los Angeles, California with the costs being borne equally by Franchisor and Franchisee. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

Notwithstanding anything contained in the Franchise Agreement to the contrary, you do not have to pay us the Initial Franchise Fee until we perform our pre-opening obligations under the Franchise Agreement and you open your Franchised Business. Once we complete our pre-opening obligations and you open the Franchised Business, you must immediately pay the Initial Franchise Fee to us.

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 in connection with the franchise.

The franchise agreement and area development agreement contain provisions shortening the statute of limitations to bring claims and requiring you to waive your right to punitive or exemplary damages against the franchisor, limiting your recovery to actual damages for any claims related to your franchise. Under California Corporations Code section 31512, these provisions are not enforceable in California for any claims you may have under the California Franchise Investment Law.

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section

1671, certain liquidated damages clauses are unenforceable.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

FRANCHISOR

By: _____

Name: _____

Title: _____

FRANCHISEE

By: _____

Name: _____

Title: _____

HAWAII

ADDENDUM TO DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

These franchises will be/have been filed under the Franchise Investment Law of the State of Hawaii. Filing does not constitute approval, recommendation or endorsement by the Director of Commerce and Consumer Affairs or a finding by the Director of Commerce and Consumer Affairs that the information provided herein is true, complete and not misleading.

The Franchise Investment Law makes it unlawful to offer or sell any franchise in this state without first providing to the prospective franchisee, or subfranchisor, at least seven days prior to the execution by the prospective franchisee of any binding franchise or other agreement, or at least seven days prior to the payment of any consideration by the franchisee, or subfranchisor, whichever occurs first, a copy of the Disclosure Document, together with an copy of all proposed agreements relating to the sale of the franchise.

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 in connection with the franchise.

This Disclosure Document contains a summary only of certain material provisions of the franchise agreement. The contract or agreement should be referred to for a statement of all rights, conditions, restrictions and obligations of both the franchisor and the franchisee.

Fee Deferral

Item 5 of the Franchise Disclosure Document and Section 3.1 of the Franchise Agreement are hereby amended to state that the Initial Franchise Fee will be deferred until the Franchisor completes all of its pre-opening obligations to the Franchisee and the Franchisee is open for business.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

FRANCHISOR

By: _____

Name: _____

Title: _____

FRANCHISEE

By: _____

Name: _____

Title: _____

ILLINOIS

ADDENDUM TO DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

Sections

Illinois law governs the Franchise Agreement.

In conformance with Section 4 and 41 and Rule 608 of the Illinois Franchise Disclosure Act ~~states that court litigation must take place before Illinois federal or state courts and all dispute resolution arising from the terms of this Agreement or the relationship of the parties and conducted through, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration or litigation shall be subject to take place outside of Illinois law. The FDD, Franchise Agreement and Supplemental Agreements are amended accordingly.~~

~~The governing law or choice of law clause described in the FDD and contained in the Franchise Agreement and Supplemental Agreements is not enforceable under Illinois law. This governing law clause shall not be construed to negate the application of Illinois law in all situations to which it is applicable.~~

Section

Your rights upon Termination and Non-Renewal of an agreement 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, ~~states that “any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this the Illinois Franchise Disclosure Act or any other law of this State Illinois is void.”—The Franchise Agreement is amended accordingly. To the extent that the Franchise Agreement would otherwise violate Illinois law, such Agreement is amended by providing that all litigation by or between you and us, arising directly or indirectly from the Franchise relationship, will be commenced and maintained in the state courts of Illinois or, at our election, the United States District Court for Illinois, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements, and Illinois law will pertain to any claims arising under the Illinois Franchise Disclosure Act.~~

~~Item 17.v, Choice of Forum, of the FDD is revised to include the following: “provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act.”~~

~~Item 17.w, Choice of Law, of the FDD is revised to include the following: “provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act”.~~

~~The termination and non-renewal provisions in the Franchise Agreement and the FDD may not be enforceable under Sections 19 and 20 of the Illinois Franchise Disclosure Act.~~

No statement, questionnaire, or ~~acknowledgement~~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 Multi-Market Account customer is a customer responsible for a business in more than one location. The franchisor has the exclusive right to negotiate and enter into agreements to provide services to Multi-Market Account customers. You may be offered the opportunity to service a Multi-Market Account. If you decline or are unable to service the account, the franchisor, an affiliate or another franchisee may provide the service with no compensation to you.

~~Under Section 705/27 of the Illinois Franchise Disclosure Act, no action for liability under the Illinois Franchise Disclosure Act can be maintained unless brought before the expiration of three (3) years after the act or transaction constituting the violation upon which it is based, the expiration of one (1) year after you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to you of a written notice disclosing the violation, whichever shall first expire. To the extent that the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act, Illinois law will control and supersede any inconsistent provision(s).~~

Fee Deferral

Item 5 of the Franchise Disclosure Document and Section 3.1 of the Franchise Agreement are hereby amended to state that the Initial Franchise Fee will be deferred until the Franchisor completes all of its training and other initial obligations to Franchisee and the Franchisee is open for business.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

FRANCHISOR

By: _____

Name: _____

Title: _____

FRANCHISEE

By: _____

Name: _____

Title: _____

INDIANA
ADDENDUM TO DISCLOSURE DOCUMENT

Item 8 of the FDD is amended to add the following:

Under Indiana Code Section 23-2-2.7-1(4), we will not accept any rebates from any person with whom you do business or associate in relation to transactions between you and the other person, other than for compensation for services rendered by us, unless the rebate is properly accounted for and submitted to you.

Item 17 of the FDD is amended to add the following:

Indiana Code 23-2-2.7-1(7) makes it unlawful for us to unilaterally terminate your Franchise Agreement unless there is a material violation of the Franchise Agreement and termination is not in bad faith.

Indiana Code 23-2-2.7-1(5) prohibits us to require you to agree to a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Act. The “Summary” column in Item 17.s. of the FDD is deleted and the following is inserted in its place: No competing business for two (2) years within the Territory.

The “Summary” column in Item 17.u. of the FDD is deleted and the following is inserted in its place:

Notwithstanding anything to the contrary in this provision, you do not waive any right under the Indiana Statutes with regard to prior representations made by us.

The “Summary” column in Item 17.v. of the FDD is deleted and the following is inserted in its place:

Litigation regarding Franchise Agreement in Indiana; other litigation in Franchisor’s Choice of Law State. This language has been included in this Franchise Disclosure Document as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement, including all venue provisions, is fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement and all other documents signed by them, including but not limited to, all venue, choice-of-law, mediation and litigation provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

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 in connection with the franchise.

The “Summary” column in Item 17.x. of the FDD is deleted and the following is inserted in its place:

Indiana law applies to disputes covered by Indiana franchise laws; otherwise Franchisor's Choice of Law State law applies.

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Indiana:

The laws of the State of Indiana supersede any provisions of the FDD, the Franchise Agreement, or Franchisor's Choice of Law State law, if such provisions are in conflict with Indiana law.

The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the Franchise without good cause or in bad faith, good cause being defined under law as including any material breach of the Franchise Agreement, will supersede the provisions of the Franchise Agreement relating to termination for cause, to the extent those provisions may be inconsistent with such prohibition.

Any provision in the Franchise Agreement that would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that such provision violates such law.

The covenant not to compete that applies after the expiration or termination of the Franchise Agreement for any reason is hereby modified to the extent necessary to comply with Indiana Code 23-2-2.7-1 (9).

The following provision will be added to the Franchise Agreement:

No Limitation on Litigation. Despite the foregoing provisions of this Agreement, any provision in the Agreement which limits in any manner whatsoever litigation brought for breach of the Agreement will be void to the extent that any such contractual provision violates the Indiana Deceptive Franchise Practices Law.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

FRANCHISOR

By: _____

Name: _____

Title: _____

FRANCHISEE

By: _____

Name: _____

Title: _____

MARYLAND

AMENDMENTS TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

Item 17 of the FDD and the Franchise Agreement are amended to state: “The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.”

Item 5 of the FDD, and the Franchise Agreement, are hereby amended to state 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.”

Representations in the Franchise Agreement 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.

Item 17 of the FDD and sections of the Franchise Agreement are amended to state that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the Franchise.

The Franchise Agreement is amended to state that 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 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 in connection with the franchise.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C.A Sec. 101 et seq.).

[Section 19 and Section 23 of the Franchise Agreement are hereby deleted in their entirety.](#)

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

FRANCHISOR

FRANCHISEE

By: _____

By: _____

Name: _____

Title: _____

Name: _____

Title: _____

MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

A prohibition on your right to join an association of franchisees.

A requirement that you assent to a release, assignment, novation, waiver, or estoppel which deprives you of rights and protections provided in this act. This shall not preclude you, after entering into a Franchise Agreement, from settling any and all claims.

A provision that permits us to terminate a Franchise prior to the expiration of its term except for good cause. Good cause shall include your failure to comply with any lawful provision of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

A provision that permits us to refuse to renew your Franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to us, and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the Franchise business are not subject to compensation. This subsection applies only if: (i) the term of the Franchise is less than five (5) years; and (ii) you are prohibited by the Franchise Agreement or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the Franchise or you do not receive at least six (6) months' advance notice of our intent not to renew the Franchise.

A provision that permits us to refuse to renew a Franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

A provision requiring that arbitration or litigation be conducted outside the State of Michigan. This shall not preclude you from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

A provision which permits us to refuse to permit a transfer of ownership of a Franchise, except for good cause. This subdivision does not prevent us from exercising a right of first refusal to purchase the Franchise. Good cause shall include, but is not limited to:

the failure of the proposed transferee to meet our then-current reasonable qualifications or standards.

the fact that the proposed transferee is a competitor of us or our subfranchisor.

the unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

your or proposed transferee's failure to pay any sums owing to us or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants to us a right of first refusal to purchase the assets of a Franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants us the right to acquire the assets of a Franchise for the market or appraised value of such assets if you have breached the lawful provisions of the Franchise Agreement and have failed to cure the breach in the manner provided in subdivision (c).

A provision which permits us to directly or indirectly convey, assign, or otherwise transfer our obligations to fulfill contractual obligations to you unless provision has been made for providing the required contractual services.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to: State of Michigan

Department of Attorney General

Consumer Protection Division Attn: Franchise

670 Law Building 525 W. Ottawa Street

Lansing, Michigan 48913

Telephone Number: (517) 373-7117

MINNESOTA

ADDENDUM TO DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Minnesota:

Any provision in the Franchise Agreement which would require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 will be void to the extent that such contractual provision violates such law.

Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the FDD 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 Minnesota.

Minn. Rule Part 2860.4400J prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. Any provision in the Franchise Agreement which would require you to waive your rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any agreement relating to Franchises offered and sold in the State of Minnesota; provided, however, that this paragraph will not affect the obligation in the Franchise Agreement relating to mediation.

With respect to Franchises governed by Minnesota law, we will comply with Minnesota Statute Section 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 for non-renewal of the Franchise Agreement; and that consent to the transfer of the Franchise will not be unreasonably withheld.

Item 13 of the FDD is hereby amended to state that we will protect your rights under the Franchise Agreement to use the Marks, or indemnify you from any loss, costs, or expenses arising out of any third-party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Franchise Agreement and our System standards.

Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. As a result, the FDD and the Franchise Agreement, which require you to sign a general release prior to renewing or transferring your Franchise, are hereby deleted from the Franchise Agreement, to the extent required by Minnesota law.

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 in connection with the franchise.

The following language will appear as a new paragraph of the Franchise Agreement:

No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, nothing in the dispute resolution section of this Agreement will in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80.C.

Minnesota Statute Section 80C.17 states that no action for a violation of Minnesota Statutes, Sections 80C.01 to 80C.22 may be commenced more than three (3) years after the cause of action accrues. To the extent that the Franchise Agreement conflicts with Minnesota law, Minnesota law will prevail.

NSF checks are governed by Minnesota Statute 60A.113, which puts a cap of \$30 on service charges.

Items 5 and 7 of the FDD is hereby amended to state:

“The Minnesota Department of Commerce has required that all initial franchise fees be deferred until the franchise opens for business.”

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

FRANCHISOR

By: _____

Name: _____

Title: _____

FRANCHISEE

By: _____

Name: _____

Title: _____

NEW YORK

ADDENDUM TO DISCLOSURE DOCUMENT

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

The following is added at the end of Item 3:

Except as provided above, with regard to Franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations.

No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the Franchise System or its business operations.

No such party has been convicted of a felony or pleaded nolo contendere to a felony charge, or within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency

or department, including without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for franchisee to renew or extend,” and Item 17(m), entitled “Conditions for franchisor approval of transfer”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the “Summary” section of Item 17(d), titled “Termination by franchisee”:

You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the “Summary” sections of Item 17(w), titled “Choice of forum”, and Item 17(x), titled “Choice of law”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

6. 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 in connection with the franchise.

NORTH DAKOTA

ADDENDUM TO DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

1. The Franchise Agreement contains covenants restricting competition. These covenants will be subject North Dakota statute NDCC Section 9-08-06.
2. The Franchise Agreement requires you to consent to the jurisdiction of court outside of North Dakota. These provisions may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law.
3. The Franchise Agreement requires you to consent to liquidated damages in certain situations. This provision may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and is amended accordingly to the extent required by law.
4. Sections of the Franchise Agreement specifying that they are to be governed by the laws of a state other than North Dakota may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law.
5. The Franchise Agreement require you to consent to the waiver of a trial by jury. These requirements may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law.
6. The Franchise Agreement requires you to waive exemplary and punitive damages. These requirements may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law.
7. The Franchise Agreement requires you to sign a general release upon renewal of the Franchise Agreement. This requirement may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and is amended accordingly to the extent required by law.
8. The Franchise Agreement is amended to state that the statute of limitations under North Dakota law will apply.
9. The Franchise Agreement requires you to pay all costs and expenses incurred by us in enforcing the agreement. These requirements may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to state that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

Registration of this Franchise Disclosure Document does not constitute approval, recommendation, or endorsement by the securities commissioner.

Each provision of this addendum shall be effective only to the extent that the jurisdictional requirements of the North Dakota Franchise Investment Law, with respect to each such provision, are met independent of this addendum. This addendum shall have no force or effect if such jurisdictional requirements are not met.

As to any state law described in this addendum that declares void or unenforceable any provision

contained in the Franchise Agreement, the franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

FRANCHISOR

By: _____

Name: _____

Title: _____

FRANCHISEE

By: _____

Name: _____

Title: _____

RHODE ISLAND

ADDENDUM TO DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

1. In Item 17 of the Franchise Disclosure Document, the following sentences are added:

Pursuant to Section 19-28.1-14 of the Rhode Island Franchise Investment Act, a provision in a franchise agreement restricting jurisdiction or venue for litigation to a forum outside of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Act.

Pursuant to Section 19-28.1-15 of the Rhode Island Franchise Investment Act, if you are required in this Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, the release will exclude claims arising under the Rhode Island Franchise Investment Act, and the acknowledgments will be void with respect to claims under the Act.

2. If the Franchise Agreement requires litigation to be conducted in a forum other than the State of Rhode Island, such requirements are void with respect to any claims brought under Rhode Island Franchise Investment Act Sec. 19-28.1-14.
3. If the Franchise Agreement requires that it be governed by a state's law other than the State of Rhode Island, such requirements are void to the extent that such law conflicts with Rhode Island Franchise Investment Act Sec. 19-28.1-14.
4. If Franchisee is required in the Franchise Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Investment Act, R.I. Gen. Law. ch. 395 Sec. 19-28.1-1 -19-28.1-34, such release shall exclude claims arising under the Rhode Island Franchise Investment Act, and such acknowledgments shall be void with respect to claims under the Act pursuant to Sec. 19-28.1-15.

Each provision of this addendum shall be effective only to the extent that the jurisdictional requirements of the Rhode Island Franchise Investment Act, with respect to each such provision, are met independent of this addendum. This addendum shall have no force or effect if such jurisdictional requirements are not met.

As to any state law described in this addendum that declares void or unenforceable any provision contained in the Franchise Agreement, the franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

FRANCHISOR

By: _____

Name: _____

Title: _____

FRANCHISEE

By: _____

Name: _____

Title: _____

SOUTH DAKOTA

ADDENDUM TO DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

Fee Deferral

Item 5 of the Franchise Disclosure Document and Section 3.1 of the Franchise Agreement are hereby amended to state that the Initial Franchise Fee will be deferred until the Franchisor completes all of its pre-opening obligations to the Franchisee and the Franchisee is open for business.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

FRANCHISOR

By: _____

Name: _____

Title: _____

FRANCHISEE

By: _____

Name: _____

Title: _____

VIRGINIA

ADDENDUM TO DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Casago International, LLC for use in the Commonwealth of Virginia shall be amended as follows:

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

The following statement is added to Item 17.h:

"Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause", as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."

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 in connection with the franchise.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

FRANCHISOR

By: _____

Name: _____

Title: _____

FRANCHISEE

By: _____

Name: _____

Title: _____

WASHINGTON

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT ~~AND, THE~~ FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. Conflict of Laws. In the event of a ~~conflict~~ conflict of laws, the provisions of the Washington Franchise Investment Protection Act, ~~Chapter~~ chapter 19.100 RCW will prevail.
2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement ~~in or related agreements concerning~~ your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions ~~which may that~~ supersede the franchise agreement ~~in or related agreements concerning~~ your relationship with the franchisor. Franchise agreement provisions, including the areas of termination and renewal of your franchise those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. Site of Arbitration, Mediation, and/or Litigation. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. General Release. A release or waiver of rights ~~executed by a franchisee may not include rights in~~ the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any ~~rule~~ rules or ~~order~~ orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. Statute of Limitations and Waiver of Jury Trial. Provisions ~~such as those which~~ contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. Transfer Fees. Transfer fees are collectable only to the extent that they ~~reflect~~ reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. Noncompetition Covenants. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for ~~inflation~~inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for ~~inflation~~inflation). As a result, any ~~provisions~~provision contained in the franchise agreement or elsewhere that ~~conflict~~conflicts with these limitations ~~are~~is void and unenforceable in Washington.

15. Nonsolicitation Agreements. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions

contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

~~Item 6 of the FDD is amended to include the following disclosure in the row for Attorneys' Fees and Costs:~~

~~The Attorneys' fees and costs section is only applicable where the franchisor is the substantially prevailing party in any action taken.~~

~~Item 17 of the FDD is amended as follows:~~

~~Item 17, row d is amended to include the following: "Franchisee may terminate the agreement for any reasons available under the law."~~

~~Exhibit E of the Franchise Agreement titled "Termination and Release Agreement" does not apply to claims that arise under the Franchise Investment Protection Act, chapter 19.100 RCW, or the rules adopted thereunder in accordance with RCW 19.100.220.~~

16. Questionnaires and Acknowledgments. No statement, questionnaire, or ~~acknowledgement~~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.

~~Use of Franchise Brokers.~~

~~The franchisor may use the services of franchise brokers to assist it in selling~~

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. ~~Do not rely on the~~If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by ~~at~~the franchise broker about a franchise. ~~Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.~~

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____, 20____.

FRANCHISOR

By: _____

FRANCHISEE

By: _____

Name: _____

Title: _____

Name: _____

Title: _____

WISCONSIN

ADDENDUM TO DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

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 in connection with the franchise.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20____.

FRANCHISOR

By: _____

Name: _____

Title: _____

FRANCHISEE

By: _____

Name: _____

Title: _____

**RIDER TO STATE ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
AND FRANCHISE AGREEMENT**

**FOR THE FOLLOWING STATES ONLY: CALIFORNIA, HAWAII, ILLINOIS,
INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA,
RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, WISCONSIN
(EACH A “REGULATED STATE” AND COLLECTIVELY, THE “REGULATED
STATES”)**

This Rider to State Addendum to the Franchise Disclosure Document and Franchise Agreement (“Rider”) is entered into by and between (i) Casago International, LLC, an Arizona limited liability company with an address at ~~15475 N. Greenway Hayden Road, Suite B2, Scottsdale, AZ 85260~~ 850 NW 13th Avenue, Portland, OR 97209 (“Franchisor”), and (ii) _____, a _____ (individual/limited liability company/corporation) with _____ an _____ address at _____ (“Franchisee”).

A. Concurrently with the execution of this Rider, Franchisor and Franchisee are entering into a franchise agreement (the “Franchise Agreement,”), pursuant to which Franchisee will acquire the right and undertake the obligation to own and operate a franchised business that may be located in, or subject to the regulations of, one of the Regulated States (the “Applicable Franchise Registration State”).

B. Franchisor and Franchisee wish to amend the Franchise Agreement as provided in this Rider.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Franchise Agreement is hereby amended as follows:

1. NASAA SOP Acknowledgment. For prospective franchisees that reside in or are looking to operate the Franchised Business in any Regulated State, the Franchise Agreement will be amended to include the following provision:

“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 and 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.”

2. Except as provided in this Rider, the Franchise Agreement remains in full force and effect in accordance with its terms. This Rider shall be effective only to the extent that the jurisdictional requirements of the franchise law of the Applicable Franchise Registration State are met independently without reference to this Rider.

Signed on this _____ day of _____, 20__.

FRANCHISOR

By: _____

Name: _____

Title: _____

FRANCHISEE

By: _____

Name: _____

Title: _____

EXHIBIT I
TO CASAGO INTERNATIONAL, LLC'S
FRANCHISE DISCLOSURE DOCUMENT

COMPLIANCE CERTIFICATION

Franchisee Compliance Certification

THIS FRANCHISEE ACKNOWLEDGMENT IS NOT APPLICABLE TO AND SHALL NOT BE USED AS TO ANY FRANCHISE OFFER AND/OR SALE INVOLVING ANY CALIFORNIA RESIDENT AND/OR FRANCHISEE AS THE COMPLIANCE CERTIFICATE VIOLATES CALIFORNIA CORPORATIONS CODE SECTIONS 31512 AND 31512.1.

DO NOT SIGN THIS QUESTIONNAIRE IF YOU ARE A RESIDENT OF MARYLAND OR THE BUSINESS IS TO BE OPERATED IN MARYLAND

DO NOT COMPLETE OR SIGN THIS STATEMENT IF YOU RESIDE IN, OR INTEND TO OPERATE THE FRANCHISED BUSINESS IN, ANY OF THE FOLLOWING STATES : HI, IL, IN, MI, MN, NY, ND, RI, SD, VA, WA, WI (EACH A “REGULATED STATE”:

As you know, Casago International, LLC (“we”, “us”) and you are preparing to enter into a Franchise Agreement for the right to open and operate a franchised business (a “Franchised Business”). The purpose of this Questionnaire is to: (i) determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate, or misleading; (ii) be certain that you have been properly represented in this transaction; and (iii) be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Franchise Agreement and pay us the appropriate franchise fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer “No” to any of the questions below, please explain your answer on the back of this sheet.

- Yes ____ No ____ 1. Have you received and personally reviewed the Franchise Agreement, as well as each exhibit or schedule attached to Franchise Agreement, which you intend to enter into with us?
- Yes ____ No ____ 2. Have you received and personally reviewed the Franchise Disclosure Document we provided?
- Yes ____ No ____ 3. Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?
- Yes ____ No ____ 4. Do you understand all the information contained in the Franchise Disclosure Document and the Franchise Agreement you intend to enter into with us?
- Yes ____ No ____ 5. Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor and discussed the benefits and risks of operating the Franchised Business with these professional advisors?
- Yes ____ No ____ 6. Do you understand the success or failure of your Franchised Business will depend in large part upon your skills, abilities and efforts and those of the persons you employ, as well as many factors beyond your control such as demographics of your Territory, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace?

- Yes ____ No ____ 7. Do you understand we have only granted you certain, limited territorial rights under the Franchise Agreement, and that we have reserved certain rights under the Franchise Agreement?
- Yes ____ No ____ 8. Do you understand we and our affiliates retain the exclusive unrestricted right to engage, directly or through others, in the providing of services under the Proprietary Marks or any other mark at any location outside your Territory under the Franchise Agreement without regard to the proximity of these activities to the Franchised Business?
- Yes ____ No ____ 9. Do you understand we and our affiliates retain the right to engage, directly or through others, in the providing of services within your Territory under certain circumstances, including the right to provide competing services under different marks and the right to use the Proprietary Marks to service non-traditional locations?
- Yes ____ No ____ 10. Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement are subject to binding arbitration in ~~Scottsdale~~ Portland, AZ or wherever our headquarters is then-located?
- Yes ____ No ____ 11. Do you understand the Franchise Agreement provides that you can only collect compensatory damages on any claim under or relating to the Franchise Agreement and are not entitled to any punitive, consequential or other special damages?
- Yes ____ No ____ 12. Do you understand the sole entity or person against whom you may bring a claim under the Franchise Agreement us?
- Yes ____ No ____ 13. Do you understand that, under the Franchise Agreement, we require certain training programs to be completed to our satisfaction and if they are not completed to our satisfaction we may terminate your Franchise Agreement?
- Yes ____ No ____ 14. Do you understand that we do not have to sell you a franchise or additional franchises or consent to your purchase of existing franchises?
- Yes ____ No ____ 15. Do you understand that we will send written notices, as required by your Franchise Agreement, to the address specified in the Franchise Agreement until you designate a different address by sending written notice to us?
- Yes ____ No ____ 16. Do you understand that we will not approve your purchase of a franchise from us, or we may immediately terminate your Franchise Agreement, if we are prohibited from doing business with you under any anti-terrorism law enacted by the United States Government?
- Yes ____ No ____ 17. Is it true that no broker, employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Franchised Business that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

- Yes ____ No ____ 18. Other than the actual records of any existing market you are considering buying, is it true that no broker, employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Franchised Business will generate, that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
- Yes ____ No ____ 19. Is it true that no broker, employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
- Yes ____ No ____ 20. Is it true that no broker, employee or other person providing services to you on our behalf has solicited or accepted any loan, gratuity, bribe, gift or any other payment in money, property or services from you in connection with a Franchised Business purchase with exception of those payments or loans provided in the Franchise Disclosure Document?

[Signature Page Follows]

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

Signature of Franchise Applicant	Signature of Franchise Applicant
Name (please print)	Name (please print)
Dated: _____, 20____	Dated: _____, 20____
Signature of Franchise Applicant	Signature of Franchise Applicant
Name (please print)	Name (please print)
Dated: _____, 20____	Dated: _____, 20____

GIVE A COMPLETE EXPLANATION OF ANY NEGATIVE RESPONSES IN THE SPACE BELOW ON THIS PAGE (AND REFER TO QUESTION NUMBER):

EXHIBIT J
TO CASAGO INTERNATIONAL, LLC'S
FRANCHISE DISCLOSURE DOCUMENT

VACASA SUBSIDIARIES

Name	State or Other Jurisdiction of Incorporation or Organization
~~Vacasa Holdings LLC~~	Delaware
~~V-Revolver Sub LLC~~	Delaware
~~TurnKey Vacation Rentals, LLC~~	Delaware
~~Vacasa LLC~~	Delaware
~~Vacasa Alabama LLC~~	Alabama
~~Vacasa Arizona LLC~~	Arizona
~~Vacasa Delaware LLC~~	Delaware
~~Vacasa Florida LLC~~	Florida
~~Vacasa Illinois LLC~~	Illinois
~~Vacasa Louisiana L.L.C.~~	Louisiana
~~Vacasa of Arkansas LLC~~	Arkansas
~~Vacasa Michigan LLC~~	Michigan
~~Vacasa Minnesota LLC~~	Minnesota
~~Vacasa Missouri LLC~~	Missouri
~~Vacasa Nevada LLC~~	Nevada
~~Vacasa North Carolina LLC~~	North Carolina
~~Vacasa New Hampshire LLC~~	New Hampshire
~~Vacasa New Mexico LLC~~	New Mexico
~~Vacasa New Jersey LLC~~	New Jersey
~~Vacasa New York LLC~~	New York
~~Vacasa Ohio LLC~~	Ohio
~~Vacasa Pennsylvania LLC~~	Pennsylvania
~~Vacasa Real Estate LLC~~	Delaware
~~Vacasa Rhode Island LLC~~	Rhode Island
~~Vacasa South Carolina LLC~~	South Carolina
~~Vacasa Tennessee LLC~~	Tennessee
~~Vacasa Vacation Rentals of Hawaii LLC~~	Hawaii
~~Vacasa Vacation Rentals of Montana LLC~~	Montana
~~Vacasa Virginia LLC~~	Virginia
~~Vacasa Wisconsin LLC~~	Wisconsin
~~Vacasa Wyoming LLC~~	Wyoming
~~Vacasa Association~~	Oregon

Name	State or Other Jurisdiction of Incorporation or Organization
~~Management Solutions LLC~~	
~~Vacasa Association Management Solutions—Florida LLC~~	~~Florida~~
~~Vacasa Association Management Solutions—Mountain States LLC~~	~~Colorado~~
~~Vacasa del Pacífico Central de Costa Rica Limitada~~	~~Costa Rica~~
~~Vacasa Chile SpA~~	~~Chile~~
~~Vacasa Belize Ltd.~~	~~Belize~~
~~Vacasa Cascade LLC~~	~~Oregon~~
~~Vacasa Americas LLC~~	~~Oregon~~
~~Vacasa Vacation Rentals of Mexico S. de R.L. de C.V.~~	~~Mexico~~
~~Vacasa Canada ULC~~	~~British Columbia~~
~~Vacasa Real Estate Corporation~~	~~Delaware~~
~~Vacasa Seasonals Inc.~~	~~Delaware~~
~~ResortQuest Colorado, LLC~~	~~Delaware~~
~~ResortQuest Real Estate of Florida, LLC~~	~~Florida~~
~~ResortQuest Northwest Florida, LLC~~	~~Florida~~
~~Tops'1 Club of NW Florida, LLC~~	~~Florida~~
~~Abbott & Andrews Realty, LLC~~	~~Florida~~
~~W—Acq. Vacation Rentals North America, LLC~~	~~Delaware~~
~~W—Acq. HQ, LLC~~	~~Delaware~~
~~Vacation Palm Springs Real Estate, Inc.~~	~~California~~
~~W—Acq. South Carolina, LLC~~	~~Delaware~~
~~W—Acq. Central Florida, LLC~~	~~Delaware~~
~~Atlantic Breeze Ocean Resort, LLC~~	~~South Carolina~~
~~GSH NC Resort Management, LLC~~	~~Virginia~~
~~Vacasa Real Estate Referrals LLC~~	~~Florida~~
~~W—Acq. Colorado, LLC~~	~~Delaware~~

Name	State or Other Jurisdiction of Incorporation or Organization
~~Bay Watch, LLC~~	~~South Carolina~~
~~Hatteras Realty, LLC~~	~~North Carolina~~
~~Vacasa Colorado LLC~~	~~Colorado~~
~~W—Acq. Vacation Rentals HHI, LLC~~	~~Delaware~~
~~Camelot Ventures, LLC~~	~~South Carolina~~
~~Carolinian, LLC~~	~~South Carolina~~
~~Harbourgate Resort, LLC~~	~~South Carolina~~
~~The Tops’l Group, LLC~~	~~Florida~~
~~Patricia Grand Resort, LLC~~	~~South Carolina~~
~~Oreo Canadian Acquisition Parent, LLC~~	~~Delaware~~
~~Oreo Canadian Acquisition Subco Ltd.~~	~~British Columbia~~
~~Vacasa South Dakota LLC~~	~~South Dakota~~
~~ResortQuest Whistler Property Management, Inc.~~	~~British Columbia~~
~~Vacasa Employee Holdings LLC~~	~~Delaware~~
~~Vacation Rental Referrals LLC~~	~~Delaware~~
~~LJ Florida Property Services, LLC~~	~~Florida~~
~~Vacasa Oregon LLC~~	~~Delaware~~
~~RSP Solutions LLC~~	~~Delaware~~
~~Vacasa Prague s.r.o.~~	~~Czech Republic~~
~~Vacasa Referrals LLC~~	~~Delaware~~

<u>Entity Name</u>	<u>Domestic Jurisdiction</u>
<u>Abbott & Andrews Realty, LLC</u>	<u>Florida</u>
<u>Atlantic Breeze Ocean Resort, LLC</u>	<u>South Carolina</u>
<u>Bay Watch, LLC</u>	<u>South Carolina</u>
<u>Camelot Ventures, LLC</u>	<u>South Carolina</u>
<u>Carolinian, LLC</u>	<u>South Carolina</u>
<u>Casago Employee Holdings LLC</u>	<u>Delaware</u>
<u>Columbia Management Florida LLC</u>	<u>Delaware</u>
<u>GSH NC Resort Management LLC</u>	<u>Virginia</u>
<u>Harbourgate Resort, LLC</u>	<u>South Carolina</u>
<u>Hatteras Realty, LLC</u>	<u>North Carolina</u>
<u>Kaiser Realty, LLC</u>	<u>Alabama</u>

<u>LJ Florida Property Services, LLC</u>	<u>Florida</u>
<u>Oceana Resorts, LLC</u>	<u>South Carolina</u>
<u>Oreo Canadian Acquisition Parent, LLC</u>	<u>Delaware</u>
<u>Oreo Canadian Acquisition Subco Ltd.</u>	<u>British Columbia</u>
<u>Patricia Grand Resort, LLC</u>	<u>South Carolina</u>
<u>ResortQuest Colorado, LLC</u>	<u>Delaware</u>
<u>ResortQuest Delaware Real Estate, LLC</u>	<u>Delaware</u>
<u>ResortQuest Delaware, LLC</u>	<u>Delaware</u>
<u>ResortQuest Northwest Florida, LLC</u>	<u>Florida</u>
<u>ResortQuest Real Estate of Florida, LLC</u>	<u>Florida</u>
<u>ResortQuest Whistler Property Management, Inc.</u>	<u>British Columbia</u>
<u>RQI Acquisition, LLC</u>	<u>Delaware</u>
<u>RSP Solutions LLC</u>	<u>Delaware</u>
<u>Smoky Mountain Property Management, LLC</u>	<u>Tennessee</u>
<u>The Tops'I Group, LLC</u>	<u>Florida</u>
<u>Tops'I Development II, LLC</u>	<u>Delaware</u>
<u>Tops'I Development, LLC</u>	<u>Delaware</u>
<u>Turnkey Vacation Rentals, LLC</u>	<u>Delaware</u>
<u>Vacasa Alabama LLC</u>	<u>Alabama</u>
<u>Vacasa Americas LLC</u>	<u>Oregon</u>
<u>Vacasa Arizona LLC</u>	<u>Arizona</u>
<u>Vacasa Association Management Solutions - Florida LLC</u>	<u>Florida</u>
<u>Vacasa Association Management Solutions - Mountain States LLC</u>	<u>Colorado</u>
<u>Vacasa Association Management Solutions LLC</u>	<u>Oregon</u>
<u>Vacasa Belize Ltd</u>	<u>Belize</u>
<u>Vacasa Canada ULC</u>	<u>British Columbia</u>
<u>Vacasa Cascade LLC</u>	<u>Oregon</u>
<u>Vacasa Chile SpA</u>	<u>Chile</u>
<u>Vacasa Colorado LLC</u>	<u>Colorado</u>
<u>Vacasa Connecticut LLC</u>	<u>Connecticut</u>
<u>Vacasa DC LLC</u>	<u>District of Columbia</u>
<u>Vacasa del Pacifico Central de Costa Rica Ltda</u>	<u>Costa Rica</u>
<u>Vacasa Delaware LLC</u>	<u>Delaware</u>
<u>Vacasa Europe AG</u>	<u>Switzerland</u>
<u>Vacasa Florida LLC</u>	<u>Florida</u>
<u>Vacasa Georgia LLC</u>	<u>Georgia</u>
<u>Vacasa Holdings LLC</u>	<u>Delaware</u>

<u>Vacasa Illinois LLC</u>	<u>Illinois</u>
<u>Vacasa Iowa LLC</u>	<u>Iowa</u>
<u>Vacasa Kentucky LLC</u>	<u>Kentucky</u>
<u>Vacasa LLC</u>	<u>Delaware</u>
<u>Vacasa Louisiana L.L.C.</u>	<u>Louisiana</u>
<u>Vacasa Michigan LLC</u>	<u>Michigan</u>
<u>Vacasa Minnesota LLC</u>	<u>Minnesota</u>
<u>Vacasa Missouri LLC</u>	<u>Missouri</u>
<u>Vacasa MRO LLC</u>	<u>Delaware</u>
<u>Vacasa Nebraska LLC</u>	<u>Nebraska</u>
<u>Vacasa Nevada LLC</u>	<u>Nevada</u>
<u>Vacasa New Hampshire LLC</u>	<u>New Hampshire</u>
<u>Vacasa New Jersey LLC</u>	<u>New Jersey</u>
<u>Vacasa New Mexico LLC</u>	<u>New Mexico</u>
<u>Vacasa New York LLC</u>	<u>New York</u>
<u>Vacasa North Carolina LLC</u>	<u>North Carolina</u>
<u>Vacasa North Dakota LLC</u>	<u>North Dakota</u>
<u>Vacasa of Arkansas LLC</u>	<u>Arkansas</u>
<u>Vacasa Ohio LLC</u>	<u>Ohio</u>
<u>Vacasa Oregon LLC</u>	<u>Delaware</u>
<u>Vacasa Pennsylvania LLC</u>	<u>Pennsylvania</u>
<u>Vacasa Prague s.r.o.</u>	<u>Czech Republic</u>
<u>Vacasa Puerto Rico LLC</u>	<u>Puerto Rico</u>
<u>Vacasa Real Estate Corporation</u>	<u>Delaware</u>
<u>Vacasa Real Estate LLC</u>	<u>Delaware</u>
<u>Vacasa Referrals LLC</u>	<u>Delaware</u>
<u>Vacasa Resort Rentals of Hilton Head Island LLC</u>	<u>South Carolina</u>
<u>Vacasa Rhode Island LLC</u>	<u>Rhode Island</u>
<u>Vacasa Seasonals Inc.</u>	<u>Delaware</u>
<u>Vacasa South Carolina LLC</u>	<u>South Carolina</u>
<u>Vacasa South Dakota LLC</u>	<u>South Dakota</u>
<u>Vacasa Tennessee LLC</u>	<u>Tennessee</u>
<u>Vacasa Vacation Rentals of Hawaii LLC</u>	<u>Hawaii</u>
<u>Vacasa Vacation Rentals of Mexico, S. de R.L. de C.V.</u>	<u>Mexico</u>
<u>Vacasa Vacation Rentals of Montana LLC</u>	<u>Montana</u>
<u>Vacasa Virginia LLC</u>	<u>Virginia</u>
<u>Vacasa West Virginia LLC</u>	<u>West Virginia</u>
<u>Vacasa Wisconsin LLC</u>	<u>Wisconsin</u>
<u>Vacasa Wyoming LLC</u>	<u>Wyoming</u>
<u>Vacasa, Inc.</u>	<u>Delaware</u>

<u>Vacation Palm Springs Real Estate, Inc.</u>	<u>California</u>
<u>Vacation Rental Referrals LLC</u>	<u>Delaware</u>
<u>Vacation Rental SpA</u>	<u>Chile</u>
<u>V-Revolver Sub LLC</u>	<u>Delaware</u>
<u>W - Acq. Central Florida, LLC</u>	<u>Delaware</u>
<u>W - Acq. Colorado, LLC</u>	<u>Delaware</u>
<u>W - Acq. HQ, LLC</u>	<u>Delaware</u>
<u>W - Acq. South Carolina, LLC</u>	<u>Delaware</u>
<u>W - Acq. Vacation Rentals Chi, LLC</u>	<u>Delaware</u>
<u>W - Acq. Vacation Rentals HHI, LLC</u>	<u>Delaware</u>
<u>W - Acq. Vacation Rentals Myrtle Beach, LLC</u>	<u>Delaware</u>
<u>W - Acq. Vacation Rentals North America, LLC</u>	<u>Delaware</u>
<u>W - Acq. Vacation Rentals Park City, LLC</u>	<u>Utah</u>

EXHIBIT K
TO CASAGO INTERNATIONAL, LLC'S
FRANCHISE DISCLOSURE DOCUMENT
ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT⁴³

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is entered into effective as of the ____ day of _____, ~~2025~~20, by and between [[SELLER], a [state] limited liability company (“Seller”) / [[SELLER #1], a [state] limited liability company (“First Seller”); [SELLER #2], a [state] limited liability company (“Second Seller” and, collectively, with the First Seller, the “Seller”, and [BUYER], a [state] [entity] (“Buyer”). Seller and Buyer are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

This Agreement is made with reference to the following facts and circumstances:

- A. Seller desires to sell to Buyer all of its right, title, and interest in and to certain assets that are used in Seller’s property management business (the “Business”) in [insert market(s)] (the “Market”); and
- B. Buyer desires to purchase such assets from Seller, all on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated with and are made a part of this Agreement, and in further consideration of the mutual covenants and agreements hereinafter contained, the Parties agree, subject to the terms and conditions hereinafter set forth, as follows:

SECTION I. **DEFINITIONS**

As used in this Agreement, the following terms shall have the following meanings, respectively:

1.01 Advance Deposits. All advance deposits or deposits (other than a Security Deposit) related to a Reservation occurring on or after the Closing Date.

1.02 Ancillary Documents. The documents contemplated as being delivered pursuant to Section IV of this Agreement.

1.03 Assets. The following assets, personal property, and rights of Seller that are used exclusively in the Business in the Markets as currently conducted by Seller:

- (a) all of Seller’s right, title and interest in, to and under the Assigned Contracts;
- (b) the Reservations;

⁴³ Note to Draft: Certain bracketed terms and exhibits to be retained or deleted prior to execution.

- (c) all Advance Deposits;
- (d) Owner Receivables;
- (e) photographs, descriptions and other information for online listings of Properties.
- (f) Owner Reserves;
- (g) Security Deposits;
- (h) Guest Information of the Assigned Contracts; and
- (i) The other assets identified on **Schedule 1.03**.

- 1.04 Assigned Contracts. The Assigned Management Contracts and Assigned Leases.
- 1.05 Assigned Leases. The real property leases listed in **Schedule 1.05**.
- 1.06 Assigned Management Contracts. The vacation rental property services agreements listed in **Schedule 1.06**.
- 1.07 Assignment and Assumption Agreement. The Assignment and Assumption Agreement pursuant to which Seller assigns to Buyer, and Buyer assumes from Seller, the Assigned Contracts substantially in the form attached hereto as **Exhibit A**.
- 1.08 Assumed Liabilities. (a) All liabilities of Seller and the Business relating to the Assets, including liabilities for Advance Deposits, Owner Reserves and Security Deposits, (b) any obligations arising under the Assigned Contracts (including obligations of payment), that are required to be performed on or after Closing; (c) all liabilities and costs associated with the transfer of any Property listings with any online travel agency; and (d) any other liabilities of Seller expressly assumed by Buyer, including those listed on **Schedule 1.08**.
- 1.09 Bill of Sale. The document delivered by Seller to Buyer contemporaneously herewith pursuant to which Seller will convey to Buyer unencumbered title to the tangible personal property Assets substantially in the form attached hereto as **Exhibit B**.
- 1.10 Casago International. Casago International, LLC, an Arizona limited liability company.
- 1.11 Closing. The consummation of the transactions contemplated under this Agreement.
- 1.12 Closing Date. The date hereof.
- 1.13 Code. The United States Internal Revenue Code of 1986, as amended.
- 1.14 Data Privacy Laws. All applicable laws, regulations, and other legal or regulatory requirements in any jurisdiction relating to privacy, data protection/security, or the Processing of Personal Information, including without limitation the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. and its amendments and implementing regulations.
- 1.15 [Escrow Agreement]. The escrow agreement among the Escrow Agent, Buyer and Seller, in the form attached hereto as **Exhibit E**.]

1.16 Excluded Assets. All assets of the Seller whether or not related to the Business other than those assets specified in the definition of “Assets,” including but not limited to the following: (a) cash and cash equivalents on hand as of the Closing Date; (b) accounts receivable of the Business (other than Owner Receivables) and all notes receivable or evidences of indebtedness payable to Seller arising from the conduct of the Business before Closing; (c) tax returns of Seller; (d) insurance policies maintained in connection with the Business; (e) prepayments and deposits (other than those specified in the definition of Assets); (f) corporate, financial, tax, organizational, employee, and other records of Seller; (g) assets of Seller used in whole or in part in any market other than the Market; (h) any real property owned by Seller or its affiliates; (i) the Intellectual Property; (j) software and software licenses; (k) any contract or agreement other than the Assigned Contracts, including but not limited to agreements with vendors, service providers and Guests; and (l) all licenses, permits, registrations, or authorizations to do business, except those specified in the definition of Assets.

1.17 Franchise Agreement. The Casago International, LLC Franchise Agreement, dated on or about the date hereof, between Buyer, in its capacity as a franchisee, and Casago International, in its capacity as a franchisor, a copy of which has been provided to Buyer, with all related disclosures.

1.18 Fraud. A willful and knowing fraud with the specific intent to deceive or mislead under Delaware law (and not a constructive fraud, equitable fraud or negligent misrepresentation or omission, or any form of fraud based on recklessness or negligence) with respect to the representations, warranties and covenants set forth in this Agreement.

1.19 Governing Documents. (a) With respect to a corporation, the articles of incorporation, certificate of incorporation or similar instrument filed with the governing authority of the applicable jurisdiction and the bylaws of the corporation; (b) with respect to a limited liability company, the certificate of formation or articles of organization or similar instrument filed with the governing authority of the applicable jurisdiction and the limited liability company or operating agreement of the limited liability company; (c) with respect to any other entity, its formation instrument filed with the governing authority of the applicable jurisdiction and any other document or instrument governing the organization of such entity; and (d) all amendments to any of the foregoing.

1.20 Guest Information. Personal Information of Guests collected for property management purposes under the Assigned Management Contracts.

1.21 Guest. A person who rents a Property or stays in a Property during the rental of the Property by another Guest.

1.22 Homeowner. A person who or entity that owns a home managed by the Business.

1.23 Intellectual Property. Any patent or patent right, trademark and trademark right, trade name and trade name right, service mark and service mark right, service name and service name right, brand name, copyright and copyright right, business and product name, logo, slogan, trade secret, know-how, and any pending application for registration of a patent, trademark, service mark, and copyright. Specifically included within the definition of “Intellectual Property” is Seller’s right, title, and interest in and to the name “Vacasa”.

1.24 Knowledge. The phrases “to the Knowledge of,” “Knowledge,” or similar words and phrases referring to facts or other information known by a Party shall be deemed to mean and refer to facts and information actually known by such Party with no duty to investigate.

1.25 Lien. Any pledge, lien, encumbrance, security interest, mortgage or deed of trust.

1.26 Material Adverse Effect. Any event, occurrence, fact, condition or change that is materially adverse to the Business, taken as a whole, or the ability of Seller to consummate the transactions contemplated hereby; provided, however, that “Material Adverse Effect” shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of general economic or political conditions, conditions generally affecting the property management or short-term rental industry, any changes in applicable laws, or any matter of which Buyer is aware.

1.27 Owner Receivables. Amounts due and payable by a Homeowner to Seller as of the Closing Date.

1.28 Owner Reserves. Homeowner funds held in reserve by Seller pursuant to an Assigned Management Contract.

1.29 [Promissory Note]. The promissory note of Buyer substantially in the form attached hereto as **Exhibit G.**

1.30 [Personal Guaranty]. The personal guaranty of [] substantially in the form attached hereto as **Exhibit F.**

1.31 Personal Information. The term “Personal Information” means “personal data,” “personal information,” and “personally identifiable information” as defined by Data Privacy Laws.

1.32 Process. The term “Process” or “Processing” means any operation or set of operations performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as collection, recording, organization, creating, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making such data available, alignment or combination, restriction, erasure or destruction.

1.33 Properties. The rental properties listed in **Schedule 1.33**.

1.34 Reservations. All reservations for Properties made by Guests with a check-out date on or after the Closing Date.

1.35 [Security Agreement]. The security agreement between Buyer and Seller substantially in the form attached hereto as **Exhibit H.**

1.36 Security Deposits. Security deposits paid by a Guest in connection with the rental of a Property that are contemplated to be repaid following completion of the Guest's Reservation (unless used to pay for damages caused by the Guest).

1.37 Transition Period. The period during which Seller will provide transition support and services to Buyer pursuant to the Transition Services Agreement.

SECTION II.

PURCHASE AND SALE OF ASSETS

2.01 Assets Being Purchased and Sold. At the Closing, in consideration of the covenants, conditions, and agreements of the Parties and on the terms and conditions of this Agreement, Seller shall sell, convey, assign, and transfer to Buyer, free and clear of Liens, and Buyer shall purchase and acquire from Seller, all of the Assets.

2.02 Assumed Liabilities. Subject to the terms and conditions contained herein, from and after the Closing, Buyer shall assume responsibility for and liability to pay, perform and discharge the Assumed Liabilities. Buyer shall not assume and shall not be responsible to pay any liability of Seller other than the Assumed Liabilities.

2.03 Excluded Assets. Notwithstanding anything contained herein to the contrary, the transactions contemplated hereby shall not convey, and Buyer shall not acquire, any ownership interest in any Excluded Assets.

2.04 Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary, Buyer shall not assume nor shall be responsible to pay, perform or discharge any liabilities of Seller or any of its affiliates of any kind or nature whatsoever, known, unknown, contingent or otherwise, whether or not arising on or prior to the Closing or with respect to any period ending on or prior to the Closing, other than the Assumed Liabilities (the "Excluded Liabilities").

2.05 Closing Date Report; Reconciliations.

(a) On the Closing Date, Seller will provide to Buyer a report setting forth an itemized list of the Reservations as of the date immediately prior to the Closing Date.

(b) Seller will continue to hold the Owner Reserves and Security Deposits in Seller's accounts and will administer the Owner Reserves in accordance with the Assigned Management Contracts and Security Deposits in accordance with the rental

agreements entered into by the Guests. At the end of the Transition Period, Seller will convey any remaining Owner Reserves and Security Deposits to Buyer.

(c) During the Transition Period, Seller and Buyer will cooperate in good faith to reconcile all Owner Reserves, Security Deposits and other amounts calculated hereunder to ensure that all such amounts are accurate and complete. Buyer and Seller each agree to pay any amount that is determined to be due to the other, pursuant to the terms of this Agreement, as a result of such reconciliation.

2.06 Advance Deposits; Future Reservations.

[STANDARD SECTION 2.06 LANGUAGE]

(a) From and after the Closing Date, Seller shall continue to hold the Advance Deposits in Seller's existing banks accounts and will administer the Advance Deposits on Buyer's behalf as described herein. Seller shall be responsible for handling and disbursing to Guests or Buyer, as applicable, the Advance Deposits as follows:

(i) If a Guest is entitled to a refund of all or any portion of the Advance Deposit, Seller will promptly refund the Advance Deposit to the Guest.

(ii) If a Reservation with an Advance Deposit concludes during the Transition Period, Seller will distribute the Advance Deposit (less any amount refunded under subsection (a)) in accordance with the Transition Services Agreement.

(iii) For each Advance Deposit that relates to a Reservation that ends after the Transition Period (a "Future Reservation"), Seller will distribute the Advance Deposit (less any amount refunded under subsection (a)) to the Buyer. All such distributions shall be made by the fifth (5th) business day of the month following the month in which the Reservation ended.

(iv) If a Guest initiates a chargeback in connection with any such Reservation (a "Chargeback Claim") prior to the Advance Deposit being paid to Buyer, Seller will retain the Advance Deposit until the Chargeback Claim is resolved. If the Chargeback Claim is decided in favor of the Guest, the Advance Deposit will be retained by Seller. If the Seller prevails in the Chargeback Claim, the Advance Deposit will be paid to the Buyer.

(v) If a Guest initiates a Chargeback Claim after the Advance Deposit is paid to Buyer, Buyer and Seller will cooperate fully to dispute the Chargeback Claim. If the Chargeback Claim is decided in favor of the Guest, Buyer shall promptly pay Seller an amount equal to the amount of the chargeback plus all penalties and fees imposed by the merchant processor.

(b) Any cost or expense incurred by Seller in connection with a Future Reservation (the "Future Reservations Expenses"), including but not limited to merchant

processing fees, transfer fees charged by a booking channel or platform and cancellation fees and penalties charged by a booking channel or platform, will be paid by Buyer to Seller. Seller may, in its sole discretion, deduct the Future Reservations Expenses from any amount payable under the Transition Services Agreement or any other agreement between the Parties or may require Buyer to pay Future Reservations Expenses directly to Seller.

[ALTERNATIVE SECTION 2.06 LANGUAGE]

(a) To the extent required by law, from and after the Closing Date, Seller shall continue to hold the Advance Deposits in Seller's existing banks accounts, including trust accounts where required by law, and will administer the Advance Deposits on Buyer's behalf as described herein. Seller shall be responsible for handling and disbursing to Guests or Buyer, as applicable, the Advance Deposits as follows

(b) To the extent required by law, from and after the Closing Date, Seller shall continue to hold the Advance Deposits in Seller's existing banks accounts, including trust accounts where required by law, and will administer the Advance Deposits on Buyer's behalf as described herein. Seller shall be responsible for handling and disbursing to Guests or Buyer, as applicable, the Advance Deposits as follows:

(i) If a Guest is entitled to a refund of all or any portion of the Advance Deposit, Seller will promptly refund the Advance Deposit to the Guest.

(ii) If a Reservation with an Advance Deposit concludes during the Transition Period, Seller will distribute the Advance Deposit (less any amount refunded under subsection (i)) in accordance with the Transition Services Agreement.

(iii) At the end of the Transition Period, Advance Deposits for any Reservation that is contemplated to begin after the end of the Transition Period and that Seller determines, in its sole discretion, to not cancel (a "Future Reservation") will be transferred to Buyer.

(c) Prior to Seller's transfer of the Advance Deposits to Buyer, an amount equal to 20% of the Advance Deposits (the "Reserve Amount") will be placed in a deposit account controlled by Seller (the "Reserve Account") until the date that is sixty (60) days after the end of the last Reservation with an associated Advance Deposit (the period between the end of the Transition Period and such date, the "Reserve Period"). The Reserve Amount shall be retained in the Reserve Account and used solely for the purposes of reimbursing Seller for any amount (including any penalties or fees imposed by the merchant processor) it incurs, pays or is charged (a "Reserve Charge") as a result of: (i) Seller providing a refund to a Guest who cancels a Future Reservation prior to its fulfillment, or (ii) a credit card chargeback initiated by a Guest in connection with any Reservation. Upon incurring, paying or being charged a Reserve Charge, Seller may immediately distribute an amount equal to the Reserve Charge to itself from the Reserve

Account. Seller shall notify Buyer monthly of the balance of the Reserve Account and any amounts it distributed from the Reserve Account in the prior month.

Starting on the 90th day following the Closing Date, and each 60 days thereafter, Buyer may request that Seller recalculate the Reserve Amount to equal 20% of the Advance Deposits then outstanding.

(d) Any cost or expense incurred by Seller in connection with a Future Reservation (the “Future Reservations Expenses”), including but not limited to merchant processing fees and transfer fees charged by a booking channel or platform, will be paid by Buyer to Seller. Seller may, in its sole discretion, deduct the Future Reservations Expenses from any amount payable under the Transition Services Agreement or any other agreement between the Parties or may require Buyer to pay Future Reservations Expenses directly to Seller.

SECTION III. PURCHASE PRICE; PRORATIONS

3.01 Purchase Price. The purchase price for Buyer’s purchase of the Assets from Seller shall be equal to [_____ Dollars (\$_____)], as adjusted pursuant to Section 3.02 below (collectively, the “Purchase Price”).

3.02 [Purchase Price Adjustments]. The Purchase Price will be adjusted pursuant to the adjustment provisions set forth on **Exhibit C**.

3.03 Payment of Purchase Price. The Purchase Price shall be payable as follows:

(a) [_____ Dollars (\$_____)] (the “Closing Payment”) shall be paid to Seller by wire transfer of immediately available funds at Closing; and

(b) [[_____ Dollars (\$_____)] shall be paid to Seller by delivery of the Promissory Note.]

(c) [[_____ Dollars (\$_____)] (the “Escrow Amount”) shall be paid to JP Morgan Chase Bank, N.A. (the “Escrow Agent”). The Escrow Amount shall be disbursed in accordance with Section 3.04.]

3.04 [Escrow Matters]. The Escrow Amount shall be used to satisfy any adjustment required pursuant to Section 3.02. In the event a Churn Payment is required, Seller and Buyer shall, within thirty (30) days following first anniversary of the Closing Date and second anniversary of the Closing Date, as applicable, jointly instruct Escrow Agent to release from the account holding the Escrow Amount (the “Escrow Account”) an amount equal to the required Churn Payment. In the event any portion of the Escrow Amount remains in the Escrow Amount after giving effect to any Churn Payment required pursuant to Section 3.02 or Section 7.11 (such amount, the “Unused Amount”), Seller and Buyer shall jointly instruct the Escrow Agent to pay the Unused Amount to Seller in cash by wire transfer of immediately available funds.] [NTD: Update to conform defined terms to those used in Exhibit C]

3.05 Allocation. Seller shall use commercially reasonable efforts to deliver to Buyer within ninety (90) days following the Closing Date an allocation of the Purchase Price to the Assets consistent with §1060 of the Code (the “Allocation Schedule”). The Parties acknowledge that such allocation represents the fair market value of the Assets and shall be binding upon the Parties for federal and state Tax purposes. Buyer and Seller shall file all returns, declarations, reports, information returns and statements and other documents relating to Taxes (including amended returns and claims for refund) in a manner consistent with the Allocation Schedule.

3.06 Prorated Revenues and Expenses. The amount of any revenue and expense that that relates to any period straddling the Closing Date will be allocated to Seller and Buyer as follows: the amount associated with such items shall be allocated between Seller and Buyer based on the number of days in the period falling prior to and after the Closing Date, respectively, in proportion to the total number of days in the period covered by such revenue or expense, and the Purchase Price shall be adjusted accordingly.

3.07 Withholding Taxes. Buyer shall be entitled to deduct and withhold from amounts otherwise payable pursuant to this Agreement such amounts as are required to be deducted and withheld under applicable law. Buyer shall provide Seller with written notice of its intent to withhold at least ten (10) days prior to the Closing Date with a written explanation substantiating the requirement to deduct or withhold, and the parties shall use commercially reasonable efforts to cooperate to mitigate or eliminate any such withholding to the maximum extent permitted by law. To the extent that amounts are so withheld and paid over to the appropriate tax authority by the Buyer, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the person in respect of which such deduction and withholding was made.

SECTION IV.

CLOSING; CLOSING DELIVERIES

4.01 Closing. The Closing shall take place remotely via the exchange of documents and shall be effective as of 12:01 a.m. on date hereof. All proceedings to be taken and all documents to be executed and delivered by all parties at the Closing will be deemed to have been taken and executed simultaneously and no proceedings will be deemed to have been taken nor documents executed or delivered until all have been taken, executed and delivered.

4.02 Closing Deliveries of Seller. At Closing, Seller shall deliver to Buyer the following, executed as applicable: (a) the Bill of Sale; (b) the Assignment and Assumption Agreement; (c) the Transition Services Agreement; (d) the Franchise Agreement; [(e) the Escrow Agreement]; [(f) the Security Agreement;] and [(g)] all other certifications, documents, or instruments as Buyer or its counsel may reasonably request to carry out the intent of this Agreement.

4.03 Closing Deliveries of Buyer. At Closing, Buyer shall deliver to Seller the following, executed as applicable: (a) the Closing Payment; (b) the Assignment and Assumption Agreement; (c) the Transition Services Agreement; (d) the Franchise Agreement; [(e) the Escrow Agreement; (f) the Promissory Note; (g) the Personal Guaranty; (h) the Security Agreement;]; and [(i)] all other certifications, documents, or instruments as Seller or its counsel may reasonably request to carry out the intent of this Agreement.

SECTION V.

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

5.01 No Conflict with Governing Documents. The execution, delivery, and performance by Seller of this Agreement and the Ancillary Documents to which it is a party, and the consummation of the contemplated transactions, do not and will not result in the breach of or conflict with, the Governing Documents of Seller except where the breach or conflict would not have a Material Adverse Effect on the Business.

5.02 No Third-Party Authorization Required. To the Knowledge of Seller, no consent, approval, authorization, or order of, or qualification with, any court, regulatory authority, or other governmental body, or any other third party is required for the execution and delivery of, and the consummation by Seller of the transactions contemplated by, this Agreement or any of the Ancillary Documents to which Seller is a party.

5.03 Effect of Agreement. The execution, delivery, and performance by Seller of this Agreement and the Ancillary Documents to which Seller is a party, and the consummation of the contemplated transactions, do not and will not, with or without the giving of notice or the lapse of time or both: (a) violate any provision of law, statute, rule, or regulation to which Seller is subject; or (b) violate any judgment, order, writ, or decree of any court applicable to Seller.

5.04 Organization; Authorization and Enforceability.

(a) Seller is a [entity type] validly existing, and in good standing under the laws of the State of [state] and has the requisite power and authority to enter into and perform this Agreement and each of the other Ancillary Documents to which it is a party and to consummate the contemplated transactions.

(b) The execution, delivery, and performance by Seller of this Agreement and each of the other Ancillary Documents to which it is a party, and the consummation by it of the contemplated transactions, have been, or will be as of Closing, duly authorized by all necessary actions (corporate or otherwise) on the part of Seller. This Agreement and each of the other Ancillary Documents to which Seller is a party have been duly executed and delivered by Seller and (assuming due execution and delivery by all other parties thereto) constitute legal, valid, and binding obligations of Seller, enforceable against Seller in accordance with these terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, or similar laws affecting the rights of creditors generally and general equity principles (regardless of whether enforceability is considered a proceeding at law or in equity).

5.05 Title to Assets and Absence of Liens. Seller has good and marketable title to all of the Assets, free and clear of all Liens.

5.06 Assigned Contracts. Neither Seller nor, to Seller's Knowledge, any other party thereto, is in material breach of or material default under any Assigned Contract. To Seller's Knowledge, no event or circumstance has occurred that would constitute an event of default under any Assigned Contract or result in a termination thereof.

5.07 Compliance with Laws. Seller is operating the Business in compliance in all material respects with all applicable federal, state, and local laws, ordinances, rules, and regulations. There are no pending or, to the Knowledge of Seller, threatened governmental investigations or citations which relate to the Business.

5.08 Litigation. Except as set forth in **Schedule 5.08**, there is no legal, administrative, or other similar proceeding by or before any governmental entity, or any arbitration proceeding pending or, to the Knowledge of Seller, threatened against Seller relating to the Business or any of the Assets or the transactions contemplated by this Agreement or any of the Ancillary Documents; nor is there any judgment, order, writ, or decree outstanding against Seller related to the Business or any of the Assets.

5.09 Taxes.

(a) For purposes of this Agreement, the term "Tax" (and, with correlative meaning, "Taxes" and "Taxable") means any tax of any kind whatsoever, including, without limitation, federal, state, or local income, sales, use, excise, gross receipts, license, payroll, employment, severance, profits, withholding, social security, unemployment, disability, personal property, transfer, registration, or other tax of any kind whatsoever, together with any interest or any penalty, or additional amount imposed by any governmental body responsible for the imposition of any such tax (domestic or foreign).

(b) Seller has paid or will timely pay when due all Taxes due and payable before the Closing which relate to the Business. Seller is not delinquent in the payment of any Tax, and there is no Tax deficiency or delinquency asserted or threatened against Seller or the Business.

5.10 Brokers. Other than C2G Advisors, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Ancillary Document based upon arrangements made by or on behalf of Seller. Seller shall be responsible for any fees, payments or compensation due to C2G Advisors in connection with this transaction.

5.11 No Other Representation or Warranty. Except for the representations and warranties contained in this Section V, neither Seller nor any person or behalf of Seller has made or makes any other express or implied representation or warranty, either written or oral, with respect to Seller or with respect to the Business, the Assets, or any other information provided to Buyer, and Seller disclaims any other representations or warranties, whether made by Seller or any of its affiliates, officers, directors, managers, members, employees, agents or representatives.

SECTION VI.

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

6.01 No Conflict with Governing Documents. The execution, delivery, and performance by Buyer of this Agreement and the Ancillary Documents to which it is a party, and the consummation of the contemplated transactions, do not and will not result in the breach of or conflict with, the Governing Documents of Buyer.

6.02 No Third-Party Authorization Required. No consent, approval, authorization, or order of, or qualification with, any court, regulatory authority, or other governmental body, or any other third party is required for the execution and delivery of, and the consummation by Buyer of the transactions contemplated by, this Agreement or the Ancillary Documents to which Buyer is a party.

6.03 Effect of Agreement. The execution, delivery, and performance by Buyer of this Agreement and the Ancillary Documents to which Buyer is a party, and the consummation of the contemplated transactions, do not and will not, with or without the giving of notice or the lapse of time or both: (a) violate any provision of law, statute, rule, or regulation to which Buyer is subject; or (b) violate any judgment, order, writ, or decree of any court applicable to Buyer.

6.04 Organization; Authorization and Enforceability.

(a) Buyer is a [entity type] validly existing, and in good standing under the laws of the State of [state] and has the requisite power and authority to enter into and perform this Agreement and each of the other Ancillary Documents to which it is a party and to consummate the contemplated transactions.

(b) The execution, delivery, and performance by Buyer of this Agreement and each of the other Ancillary Documents to which it is a party, and the consummation by it of the contemplated transactions, have been, or will be as of Closing, duly authorized by all necessary actions (corporate or otherwise) on the part of Buyer. This Agreement and each of the other Ancillary Documents to which Buyer is a party have been duly executed and delivered by Buyer and (assuming due execution and delivery by all other parties thereto) constitute legal, valid, and binding obligations of Buyer, enforceable against Buyer in accordance with their terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, or similar laws affecting the rights of creditors generally and general equity principles (regardless of whether enforceability is considered a proceeding at law or in equity).

6.05 Financial Matters.

(a) Buyer has the financial capability to consummate the transactions contemplated herein and to pay the Purchase Price. Buyer has no present intention to liquidate at any time prior to payment of the Promissory Note in full.

(b) Buyer owns, operates or manages [●] real estate properties as of the Closing Date.

6.06 Brokers. [Other than [insert name of broker, n][N]o broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Ancillary Document based upon arrangements made by or on behalf of Buyer. [Buyer shall be fully responsible for any fees, payments or compensation due to [insert name of broker] in connection with this transaction.]

6.07 Independent Investigation; Non-Reliance. Buyer has conducted its own independent investigation, review and analysis of the Business and the Assets, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records and other documents and data of Seller for such purpose. Buyer acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer has relied solely upon its own investigation and the express representations and warranties of Seller set forth in Section V of this Agreement; and (b) neither Seller nor any other person has made any representation or warranty as to Seller, the Business, the Assets or this Agreement, except as expressly set forth in Section V of this Agreement. Buyer specifically disclaims reliance upon any other representations and warranties that may have been made by any person except those specific representations and warranties expressly set forth in Section V.

SECTION VII.
INDEMNITY

7.01 Indemnification of Buyer. Subject to the other terms and conditions of this Section VII, from and after the Closing, Seller shall indemnify, defend, and hold harmless Buyer and Buyer's officers, directors, employees, agents, representatives, successors, and assigns from and against any actual loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable outside legal, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity) (collectively, "Losses"), arising from or relating to: (a) any inaccuracy in or breach of any representation or warranty of Seller in this Agreement; (b) any breach or non-fulfillment of any covenant, agreement, or other obligation of Seller in this Agreement; (c) any claim, action or proceeding asserted or instituted by a third party, to the extent arising from actions taken or circumstances existing related to the Business or Assets prior to the Closing Date; and (d) the Excluded Liabilities.

7.02 Indemnification of Seller. Subject to the other terms and conditions of this Section VII, from and after the Closing, Buyer shall indemnify, defend, and hold harmless Seller, its affiliates and their respective members, managers, officers, directors, employees, agents, representatives, successors, and assigns from and against any Losses, arising from or relating to: (a) any inaccuracy in or breach of any representation or warranty of Buyer in this Agreement; (b) any breach or non-fulfillment of any covenant, agreement, or other obligation of Buyer in this Agreement; (c) any claim, action or proceeding asserted or instituted by a third party, to the extent arising from actions taken or circumstances arising after the Closing Date related to the Business or Assets; (d) any liability or obligation of Buyer of any type that accrues on or after the Closing, including with respect to any events contracted for but which have not taken place as of the Closing Date; and (e) the Assumed Liabilities.

7.03 Notice of Claims. A Party seeking indemnification under this Section VII (the "Indemnified Party") shall provide the indemnifying party (the "Indemnifying Party") notice of any and all claims for which indemnification is or may be sought under this Section VII. Such notice shall be given promptly, but no later than ten (10) business days after the Indemnified Party obtains knowledge of such claim. Failure to give such notice shall not abrogate nor diminish the Indemnifying Party's obligation under this Section VII if such failure does not prejudice the Indemnifying Party's ability to defend such claim.

7.04 Defense of Claims. In any third-party litigation, administrative proceeding, negotiation, or arbitration for which indemnification is sought under this Section VII, the Indemnifying Party shall have the right to select legal counsel to represent the Indemnified Party and to otherwise control such litigation, proceedings, negotiations, and arbitration. If the Indemnifying Party elects to control such litigation, proceeding, negotiation, or arbitration, the Indemnified Party shall at all times have the right to fully participate in the defense at its own expense. If the Indemnifying Party shall, within a reasonable time after notice, fail to defend, the Indemnified Party shall have the right, but not the obligation, to undertake the defense of the claim or other matter on behalf, for the account, and at the risk of the Indemnifying Party; provided, however that the Indemnified Party may not settle or compromise any claim without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed. If the claim is one that cannot by its nature be defended solely by the Indemnifying Party (including, without limitation, any federal or state tax proceeding), then the Indemnified Party shall make available all information and assistance as the Indemnifying Party may reasonably request, at the Indemnifying Party's expense.

7.05 Subrogation. Upon making any indemnity payment pursuant to this Section VII, the Indemnifying Party shall be subrogated to all rights of the Indemnified Party, as applicable, against any third party in respect of the Losses to which the payment related. The parties hereto will execute upon request all instruments reasonably necessary to evidence and perfect the above-described subrogation rights.

7.06 Mitigation. Each Indemnified Party shall take all reasonable steps to mitigate its Losses upon and after becoming aware of any event or condition that could reasonably be expected to give rise to any Losses that may be indemnifiable or reimbursable hereunder.

7.07 Insurance. Payments to an Indemnified Party in respect of any Losses shall be limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or similar payment received or reasonably expected to be received by the Indemnified Party in respect of any such claim.

7.08 Indemnity Threshold and Cap. No party hereto will be entitled to indemnification under this Agreement with respect to any claim until the aggregate amount of all such claims claimed by such party exceeds an amount equal to two percent (2%) of the Purchase Price (“Indemnity Threshold”); whereupon the amount of all such claims, from the first dollar, shall be recoverable in accordance with the terms of Section 7.01 or 7.02 (as applicable) once the Indemnity Threshold is met. For the avoidance of doubt, the Indemnity Threshold is treated as a tipping basket and not a deductible. The aggregate liability of Seller under this Agreement for indemnification pursuant to Section 7.01(a) shall not exceed an amount equal to ten percent (10%) of the Purchase Price; provided, however, that the maximum aggregate liability of Seller under this Agreement for all matters, including indemnification pursuant to Section 7.01(a) shall not exceed an amount equal to the Purchase Price.

7.09 Survival of Representations, Warranties, and Covenants. The representations and warranties of each of the Parties contained in this Agreement shall survive the Closing for a period of twelve (12) months following the Closing; provided, however, that the representations and warranties in Sections 5.01 (No Conflict with Governing Documents); 5.03 (Effect of Agreement), 5.04 (Organization; Authorization and Enforceability), 5.10 (Brokers), 6.01 (No Conflict with Governing Documents), 6.03 (Effect of Agreement), 6.04 (Organization; Authorization and Enforceability), 6.06 (Brokers) and 6.07 (Independent Investigation; Non-Reliance) shall survive the Closing until the expiration of the applicable statute of limitations. All covenants and agreements of the Parties contained herein shall survive the Closing indefinitely or for the period explicitly specified therein. It is specifically understood and agreed that the damages sustained for which indemnification is sought pursuant to Section VII need not be incurred nor paid by the Indemnified Party within the foregoing periods, but only that the claim with respect to which such indemnification is sought be asserted and presented to the Indemnifying Party in writing in good faith with reasonable specificity (to the extent known at such time) within such periods.

7.10 Damages. No Party shall have any liability for any consequential, indirect, punitive, exemplary, or special damages with respect to any claim pursuant to this Agreement. Seller shall not be liable under this Section VII for any Losses based upon or arising out of any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement if Buyer had knowledge of such inaccuracy or breach prior to the Closing.

7.11 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the Parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by applicable law.

7.12 Exclusive Remedy. The indemnification provisions set forth in this Section VII shall be the sole and exclusive remedy available to the Buyer with respect to any and all claims on the part of the Buyer hereto in connection with the transactions contemplated by this Agreement, other than (a) Losses arising from Fraud by Seller; or (b) claims for specific performance or injunctive relief related to a breach of covenants or obligations under this Agreement.

SECTION VIII.

COVENANTS AND AGREEMENTS

8.01 Public Announcements. Unless otherwise required by applicable law, neither Party may make any public or other announcements relating to this Agreement and the transactions contemplated hereby without the prior written consent of the other Party, and the Parties shall cooperate as to the timing and contents of any such announcement.

8.02 Expenses. Each Party shall pay its own costs and expenses incurred in connection with the negotiation and preparation of this Agreement and the Ancillary Documents and the consummation of the contemplated transactions.

8.03 Further Assurances. Each Party shall execute and deliver such documents, certificates, agreements, and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement and the other Ancillary Documents.

8.04 Transition Services. Seller will provide transition support to Buyer pursuant to a Transition Services Agreement substantially in the form set forth as **Exhibit D** (the “Transition Services Agreement”). If, after the Closing, either Party shall require the participation of employees then employed by the other Party to aid in the investigation, defense, or prosecution of any legal proceedings or claim, and so long as there exists no conflict of interest between the Parties, the Party receiving the request shall make such officers and employees reasonably available to participate in such legal proceeding or claim at the sole expense of the requesting Party.

8.05 License. To the extent performance of the services set forth in the Transition Services Agreement requires Seller’s employees, agents, or representatives to enter, use, and/or occupy real property subject to the Assigned Leases, Buyer hereby grants Seller a temporary license to enter, use, and occupy such real property (the “Leased Properties”) for the purpose of performing the services described in the Transition Services Agreement. The term of this license shall commence as of the Effective Date of the Transition Services Agreement and shall continue until the termination of the Transition Services Agreement. Upon termination or expiration of this license, Seller shall vacate the Leased Properties.

8.06 Confidentiality. Buyer acknowledges and agrees that the [Confidentiality Agreement], dated as of [DATE], between Buyer and Seller (the “Confidentiality Agreement”) remains in full force and effect and, in addition, covenants and agrees to keep confidential, in accordance with the provisions of the Confidentiality Agreement, information provided to Buyer pursuant to this Agreement.

8.07 Sales and Transfer Taxes. All transfer, documentary, sales, use, stamp, registration and other such Taxes incurred in connection with the sale and transfer of the Assets contemplated hereby shall be borne by Buyer. Buyer shall, at its own expense, timely file any tax returns or other document with respect to such Taxes or fees. Buyer and Seller shall cooperate in timely making all filings, returns, reports and forms as may be required to comply with applicable law in connection with a payment of any such Taxes, and Buyer and Seller shall cooperate in good faith to minimize, to the fullest extent possible, the amount of any sales or transfer taxes payable in connection with the sale and transfer of the Assets hereunder.

8.08 Employees. All matters concerning Seller's employees providing services in the Market shall be governed by the Transition Services Agreement

8.09 State and Local Regulatory Compliance.

(a) Buyer acknowledges that it may be subject to certain state and local laws, regulations and requirements in connection with the operation of a vacation rental management business. Upon Closing, Buyer shall be solely responsible for compliance with such laws and regulations, except with respect to Seller's ongoing property management services set forth in the Transition Services Agreement.

(b) In certain locations, Buyer may be required to be licensed as a real estate firm (a "Firm") and engage a licensed real estate broker (a "Broker") in order to provide the property management services described in the Assigned Management Contracts. If required, Buyer shall obtain a Firm license and engage a Broker prior to the Closing Date, and shall ensure that the Broker (a) has reviewed the Assigned Management Contracts, notices to be provided to Homeowners regarding assignment of the Assigned Management Contracts, and any other documents or processes with respect to the Assigned Management Contracts, the purchase of such contracts by Buyer, and Buyer's proposed use of such contracts, and (b) has determined that such contracts, documents, and processes are acceptable and meet all state and local requirements.

8.10 Guest Information. Assets transferred to Buyer include Guest Information. Buyer acknowledges and agrees that it shall receive Guest Information as an independent "controller" or "business," as those terms are defined under Data Privacy Laws. Buyer shall only Process Guest Information in compliance with Data Privacy Laws and in all cases in accordance with the applicable Seller Privacy Policy as set forth in Exhibit I. Buyer may Process Guest Information for purposes outside of the Seller Privacy Policy only as authorized by Data Privacy Laws, such as where Buyer collects consent of Guests.

SECTION IX.
MISCELLANEOUS

9.01 Notices. All notices, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the seventh day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 9.01):

If to Seller:

Casago Holdings

~~15475 N. Greenway~~

~~Hayden Loop #B2~~

~~Scottsdale, AZ 85260~~ 850 NW 13th Avenue

Portland, OR 97209

Attn: General Counsel

If to Buyer:

9.02 Entire Agreement. This Agreement, together with the Ancillary Documents, constitutes the entire agreement between the Parties with respect to the subject matter of such agreements and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to such subject matter.

9.03 Applicable Law; Attorney's Fees. This Agreement and the legal relations between the Parties shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. If any action or legal proceeding is initiated to enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, all reasonable attorneys' fees and other costs and expenses incurred by it in connection with such an action or legal proceeding, including litigation over the reasonableness of the amount sought.

9.04 Dispute Resolution. Any dispute arising out of or relating to this Agreement, or in respect of the legal relationship arising from or associated with this Agreement, shall be referred to and finally resolved by arbitration administered by the American Arbitration Association ("AAA") in accordance with its then current Commercial Arbitration Rules in effect at the time of the dispute. The arbitration will be heard and determined by a single arbitrator, who shall have the exclusive authority to resolve all issues, including any issue relating to the arbitrability of the dispute, and all arbitrable disputes shall be resolved on an individual basis, and not on class-wide basis or consolidated with another dispute. The parties will attempt to mutually nominate an arbitrator, but if they are unable to agree on a single arbitrator within thirty (30) days after the first request to select an arbitrator by either Franchisor or Franchisee is made, then an arbitrator will be appointed by the AAA. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The language of the arbitration will be English. The decision of the arbitrator shall be final and binding on the parties. This agreement to arbitrate will survive the expiration or termination of this Agreement and will remain in full force and effect indefinitely thereafter. If either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party by default or otherwise notwithstanding such failure to appear. The exclusive venue for any dispute shall be ~~Scottsdale, Arizona~~ Portland, Oregon, or the city where Seller's headquarters is then-located.

9.05 Binding Effect, Benefits. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns; nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties or their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

9.06 Assignability. Neither this Agreement nor either of the Party's rights hereunder shall be assignable by either Party without the prior written consent of the other Party; provided, however, that Buyer may assign all or part of its rights under this Agreement to one or more of its affiliates, provided that such assignment shall not release Buyer of its obligations hereunder, and Seller may assign this Agreement in its entirety, without the other party's consent to one or more of its affiliates or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided that such assignment shall not release Seller or a successor in interest of its obligations hereunder.

9.07 Effect of Headings. The headings of the various sections and subsections herein are inserted merely as a matter of convenience and for reference and shall not be construed as in any manner defining, limiting, or describing the scope or intent of the particular sections to which they refer, or as affecting the meaning or construction of the language in the body of such sections.

9.08 Exhibits, Schedules. All exhibits and schedules referred to in this Agreement are attached to this Agreement and are incorporated herein by reference as if fully set forth in this Agreement.

9.09 Construction. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, strictly neither for nor against either Party, and without implying a presumption that the terms thereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agent prepared the same, it being agreed that representatives of the Parties have participated in the preparation hereof.

9.10 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

9.11 Counterparts. This Agreement may be executed in one or more counterparts (including counterparts transmitted via facsimile or in .pdf or similar format), each of which shall be regarded as an original and all of which shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

9.12 Severability. If any term, condition, or provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement, other than such term, condition, or provision, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

9.13 General Cooperation. In case at any time after the Closing any further action is necessary to carry out the purpose of this Agreement, each of the Parties will take such further action (including the execution and delivery of instruments and documents) as the other Party reasonably may request.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have each executed this Agreement effective as of the date first above written.

SELLER:

[SELLER #1]

By: _____
Name: Joseph Riley
Title: President

[[SELLER #2]

By: _____
Name: Joseph Riley
Title: President]

BUYER:

[BUYER]

By: _____
Name: _____
Title: _____

INDEX OF EXHIBITS AND SCHEDULES

Exhibit A	Assignment and Assumption Agreement
Exhibit B	Bill of Sale
Exhibit C	Adjustment Terms
Exhibit D	Transition Services Agreement
[Exhibit E	Escrow Agreement]
[Exhibit F	Personal Guaranty]
[Exhibit G	Promissory Note]
[Exhibit H	Security Agreement]
Exhibit I	Seller's Privacy Policy

Schedule 1.03	Other Assets
Schedule 1.05	Assigned Leases
Schedule 1.06	Assigned Management Contracts
Schedule 1.08	Other Assumed Liabilities
Schedule 1.33	Properties
Schedule 5.08	Litigation

Exhibit A to Asset Purchase Agreement
Assignment and Assumption Agreement

See Attached.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 202520 (the “Effective Date”), by and between _____ (“Buyer”) and [Vacasa Entity] (“Seller”).

W I T N E S S E T H:

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement dated as of _____, 202520 (the “Purchase Agreement”), pursuant to which, among other things, Seller has agreed to assign all of its rights, title and interests in, and Buyer has agreed to assume all of Seller's duties and obligations under, the Assigned Contracts and the Assumed Liabilities (as such terms are defined in the Purchase Agreement).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. Assignment and Assumption. Seller hereby sells, assigns, grants, conveys and transfers to Buyer all of Seller's right, title and interest in and to the Assigned Contracts. Buyer hereby accepts such assignment and assumes all of Seller's duties and obligations under the Assigned Contracts and Assumed Liabilities and agrees to pay, perform and discharge, as and when due, all of the Assumed Liabilities and all of the obligations of Seller under the Assigned Contracts accruing on and after the Effective Date.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Contracts and Assumed Liabilities, are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

5. Counterparts. This Agreement and any amendment, waiver or consent relating hereto may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf) or any other electronic transmission method, including any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

BUYER:

[BUYER ENTITY]

By: _____

Name: _____

Title: _____

SELLER:

[VACASA ENTITY]

By: _____

Name: _____

Title: _____

Exhibit B to Asset Purchase Agreement

Bill of Sale

See Attached.

BILL OF SALE

[Vacasa Entity] ("Seller"), for valuable consideration, the sufficiency and receipt of which are acknowledged, sells, conveys, bargains, grants, transfers, and assigns onto _____ ("Buyer") all of its right, title, and interest in the Assets, as such term is defined in the Asset Purchase Agreement, dated as of [DATE], executed between Seller and Buyer (the "Purchase Agreement").

The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assets, are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

This Bill of Sale shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale as of the _____ day of _____, 202__.

[VACASA ENTITY]

By: _____
Name: _____
Title: _____

Exhibit C to Asset Purchase Agreement

Adjustment Terms

[_____]

Exhibit D to Asset Purchase Agreement

Transition Services Agreement

See Attached

TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT (this “Agreement”) is entered into as of ~~{DATE}~~ _____, 202520 (“Effective Date”), by and between Vacasa LLC [and [Vacasa state entity], if applicable] (collectively, “Vacasa”) and [BUYER] (“Buyer”), Seller and Buyer are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.” All capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Purchase Agreement (as defined below).

RECITALS

- A. Pursuant to that certain Asset Purchase Agreement dated as of the date hereof (the “Purchase Agreement”) between Buyer and Seller, Seller agreed to sell and assign to Buyer, and Buyer agreed to purchase from Seller, each of the Assets, including the Assigned Contracts. The purchase of the Assets is sometimes referred to herein as the “Transaction.”
- B. To ensure an orderly transition of the management of the Properties Buyer desires to receive from Vacasa, and Vacasa agrees to provide to Buyer, certain services on a transitional basis, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of Buyer’s consummation of the Transaction and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. TRANSITION SERVICES

1.1 Services. During the Transition Period, Vacasa will operate and provide the services described in Exhibit A (the “Transition Services”) to Buyer in order to assist Buyer with fulfilling its obligations under the Assigned Contracts, on the terms and conditions set forth in this Agreement and in Exhibit A.

1.2 Transition Period. Vacasa will provide such Transition Services for the period commencing on the Effective Date and ending on the earlier of (a) [_____] ([____]) days following the Effective Date, or (b) such earlier date upon which Vacasa and Buyer agree (the “Transition Period”). The Parties agree to work in good faith to complete all Transition Services within the Transition Period. However, if Vacasa determines, in its sole discretion, that it is necessary to continue all or certain of those Transition Services beyond the Transition Period in order to achieve an orderly transition of the Assets, Vacasa may elect to extend the Agreement for up to an additional [____] days (the “Extension Period”).

1.3 Cooperation. The Parties will cooperate with each other in exchanging information, providing necessary access to people, equipment and systems, and, with respect to Buyer, the Assets, and obtaining and providing all consents, licenses, sublicenses or approvals

necessary to permit each party to perform its obligations hereunder.

1.4 Third-Party Service Providers. Vacasa may delegate or sub-contract its duties under this Agreement to any of its affiliates or unaffiliated third parties without Buyer's consent.

1.5 Standard of Performance. Vacasa shall provide the Transition Services in good faith and in accordance with applicable laws and shall exercise a commercially reasonable degree of care, resource allocation, priority and diligence in performing its obligations under this Agreement. Vacasa shall maintain accurate records and accounts of all transactions relating to the Transition Services performed by it pursuant to this Agreement. Vacasa shall provide to Buyer such documents, records, and other information related to the Transition Services as may be reasonably requested by Buyer.

1.6 Management. Vacasa and the Buyer shall each appoint a single person (a "Services Manager") who will serve as the primary point of contact for the other Party for matters related to this Agreement. Either Party may replace its own Services Manager with an individual of comparable qualifications and experience by notifying the other Party of such replacement.

1.7 Intellectual Property. This Agreement and the performance of the Transition Services hereunder will not affect the ownership of any intellectual property of the Parties. Neither Party will gain, by virtue of this Agreement or the Transition Services provided hereunder any rights of ownership of any intellectual property.

1.8 License. Buyer hereby grants Vacasa a temporary license to enter, use, and occupy on a rent-free basis the real property described in Schedule [] to the Purchase Agreement (the "***Leased Properties***") for the purpose of performing the Transition Services described herein. The term of this license shall commence as of the Effective Date and shall continue until the termination of this Agreement. Upon termination or expiration of this license, Vacasa shall vacate the Leased Properties. To facilitate the transition of Leased Properties to Buyer, Vacasa may, in its discretion, pay monthly rent and other amounts due under applicable real property leases. If Vacasa does so, such rent payments shall be included as costs and expenses described in Section 2.1.

2. FEES; DISTRIBUTION OF OWNER FUNDS

2.1 Transition Services Fee. Buyer will pay Vacasa a fee (the "Transition Services Fee") for the Transition Services equal to (a) the Operating Costs and Expenses plus (b) an administrative fee of 15% of the total of the Operating Costs and Expenses for sales, marketing, general and administrative services provided by Vacasa to support operation of the Market. "Operating Costs and Expenses" means all costs attributable to operation of the Market when calculating Market level Contribution Profit (using the same methodology Vacasa used to prepare monthly Market level financial reports prior to Closing).

If this Agreement begins on a day other than the first day of a calendar month or terminates on a day other than the last day of a calendar month, Operating Costs and Expenses

for such partial month will be prorated based on the number of days during which the Agreement is in effect during such month.

2.2 Homeowner Funds. Vacasa shall manage funds it receives on behalf of Homeowners in a manner consistent with its historic practices. Vacasa will pay any amounts due to Homeowners in accordance with the requirements of the Assigned Management Contracts.

2.3 Management and Other Fees. As part of the Transition Services, Vacasa may collect certain funds due to Buyer under the Assigned Management Contracts (the “Buyer Management and Other Fees”).

2.4 Monthly Statement; Payment. Each month, Vacasa shall deliver to Buyer a statement showing the calculation of the Transition Services Fee and the Buyer Management and Other Fees for the prior calendar month. If the Buyer Management and Other Fees exceed the Transition Services Fee, Vacasa shall pay the amount of such excess to Buyer within five (5) business days after delivery of the statement. If the Transition Services Fee exceeds the amount of Buyer Management and Other Fees, Buyer will pay the amount of such excess to Vacasa within five (5) business days of the date of the statement.

2.5 Payment upon Termination; Owner Receivables; Reconciliation.

(a) Upon termination of this Agreement, Vacasa shall pay to Buyer any funds being held by Vacasa on Buyer’s behalf, except as otherwise expressly set forth herein or in the Purchase Agreement.

(b) Upon termination of this Agreement, Vacasa will transfer to Buyer all rights to any amounts due and payable by a Homeowner to Vacasa under an Assigned Management Contract (the “Owner Receivables”). Vacasa will deduct the amount of the Owner Receivables from any final payment due to Buyer hereunder and, if the amount of the Owner Receivables exceeds the amount of such final payment, Buyer will promptly pay the amount of such excess to Vacasa.

(c) Within sixty (60) days following termination of this Agreement, Vacasa and Buyer will cooperate in good faith to reconcile all amounts held by, received by or paid by Vacasa hereunder to ensure that all such amounts are accurate and complete. Buyer and Vacasa each agree to pay any amount that is determined to be due to the other as a result of such reconciliation.

2.6 Default. Subject to any good faith dispute regarding the amount due, interest will accrue at a rate of 12% per annum or the maximum rate permitted by applicable law, whichever is lower, on any amount not paid by a Party when due. Interest shall accrue from the date the payment is due until the date payment is received in full.

3. INDEMNITY; LIMITATION OF LIABILITY

3.1 Indemnification. Subject to the limitation contained in Section 3.2 of this Agreement, each party (the “Indemnitor”) will indemnify, defend and hold harmless the other

party (the “Indemnatee”) and its Affiliates, and their respective owners, members, officers, directors, managers, employees, agents and representatives, from and against any actual loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable outside legal, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity) (collectively, “Losses”) incurred or sustained by the Indemnatee where such Losses directly result from third party claims based upon or arising out of any breach of Indemnitor’s obligations in this Agreement, unless such Loss results from the fraud, gross negligence or intentional misconduct of an Indemnatee.

3.2 Limitation of Liability. SUBJECT TO LOSSES AWARDED TO A THIRD PARTY AS A RESULT OF A CLAIM FOR WHICH A PARTY IS ENTITLED TO INDEMNIFICATION UNDER SECTION 3.1, NEITHER PARTY NOR ANY OF ITS AFFILIATES WILL, IN ANY EVENT, BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOSS OF PROFITS, LOSS OF THE USE OF ANY REVENUE OR PROFITS OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES INCURRED, EVEN IF SUCH PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE LIKELIHOOD OR POSSIBILITY SUCH DAMAGES MAY BE INCURRED. VACASA’S AGGREGATE LIABILITY FOR ANY CLAIMS BY BUYER IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY BUYER HEREUNDER. FOR THE AVOIDANCE OF DOUBT, THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY CLAIM MADE OR ARISING UNDER THE PURCHASE AGREEMENT BUT SHALL BE SPECIFIC TO THE PARTIES’ OBLIGATIONS IN THIS AGREEMENT.

4. TERM AND TERMINATION

4.1 Term. Unless earlier terminated in accordance with this Section 4 or extended pursuant to Section 1.2, this Agreement is effective beginning on the Effective Date and will remain in effect through the Transition Period and, if applicable, any Extension Period (the “Term”).

4.2 Termination. This Agreement will terminate upon the earlier of: (a) expiration of the Term; or (b) written notice from a Party to the other Party (the “Breaching Party”) if the Breaching Party has failed to perform any of its material obligations under this Agreement relating to such Transition Service, and such failure has continued without cure for a period of twenty (20) days after receipt by the Breaching Party of a written notice of such failure from the party seeking to terminate the Agreement.

4.3 Effect of Termination. Immediately following the expiration or termination of this Agreement, Vacasa shall cease, or cause its Affiliates or subcontractors to cease, providing the Transition Services or applicable Transition Services. In the event of termination by either Party in accordance with the provisions of this Agreement, or expiration of the Agreement, any amount outstanding and payable as of the date of the termination shall remain payable by the Buyer or by Vacasa, as applicable, and shall be due within thirty (30) days of the Buyer’s receipt of a final statement from Vacasa following termination. The following provisions of this

Agreement shall survive its expiration or termination: Section 1.7 (Intellectual Property), Section 2 (Fees and Payment), Section 4.3 (Effect of Termination), and Section 7 (General).

5. RESTRICTIVE COVENANTS

5.1 Noninterference. During the Transition Period, Buyer will not induce or attempt to induce any customer, vendor or supplier to cease or materially change its manner of doing business with Vacasa, or in any way materially interfere with the relationship between any such customer, vendor, or supplier and Vacasa.

5.2 Non-Solicitation. During the Transition Period, Buyer will not, without the prior consent of the Vacasa, directly or indirectly, solicit to employ or actually employ any employee of the Vacasa with whom Buyer has direct contact or who first becomes known to Buyer in connection with the Transaction. Notwithstanding the foregoing, Vacasa and Buyer will cooperate during the Transition Period to determine which Vacasa employees, if any, Buyer may want to employ to provide property management services; coordinate discussions between Buyer and such Vacasa employees regarding employment with Buyer; and arrange time for training, onboarding and similar activities to allow a prompt transition from employment by Vacasa to employment by Buyer at the end of the Transition Period.

6. INSURANCE

During the Transition Period, Vacasa will maintain such insurance as it determines is necessary in connection with the Transition Services. Buyer will maintain such insurance as is required under any agreement between Buyer and Casago International, LLC and such other insurance as it determines is necessary during the Transition Period. Each Party shall name the other Party as an additional insured on any insurance policy of such Party in effect during the Transition Period related to the Assets or the Properties.

7. GENERAL

7.1 Notices. All notices which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and delivered personally or mailed by registered, certified or express mail, postage prepaid, or by reputable overnight courier as follows:

If to Seller:

Casago Holdings

~~15475 N. Greenway~~

~~Hayden Loop #B2~~

~~Scottsdale, AZ 85260~~ 850 NW 13th Avenue 97209

Portland, OR 97209

Attn: General Counsel

If to Buyer:

or at such other address as either Party shall have designated by notice in writing to the other

Parties.

7.2 Entire Agreement. This Agreement, together with the Purchase Agreement and the Ancillary Documents, constitutes the entire agreement between the Parties with respect to the subject matter of such agreements and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to such subject matter.

7.3 Applicable Law; Attorney's Fees. This Agreement and the legal relations between the Parties shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. If any action or legal proceeding is initiated to enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to recover, as part of their judgment, all reasonable attorneys' fees and other costs and expenses incurred by them in connection with such an action or legal proceeding.

7.4 Binding Effect, Benefits. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns; nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties or their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

7.5 Assignability. Except as expressly set forth herein, neither this Agreement nor either of the Party's rights hereunder shall be assignable by either Party without the prior written consent of the other Party.

7.6 Effect of Headings. The headings of the various sections and subsections herein are inserted merely as a matter of convenience and for reference and shall not be construed as in any manner defining, limiting, or describing the scope or intent of the particular sections to which they refer, or as affecting the meaning or construction of the language in the body of such sections.

7.7 Exhibits. All exhibits referred to in this Agreement are attached to this Agreement and are incorporated herein by reference as if fully set forth in this Agreement.

7.8 Construction. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, strictly neither for nor against either party, and without implying a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agent prepared the same, it being agreed that representatives of the parties have participated in the preparation hereof.

7.9 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver,

whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

7.10 Counterparts. This Agreement may be executed in one or more counterparts (including counterparts transmitted via facsimile or in .pdf or similar format), each of which shall be regarded as an original and all of which shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

7.11 Severability. If any term, condition, or provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement, other than such term, condition, or provision, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Transition Services Agreement to be duly executed on the Effective Date.

VACASA LLC

By: _____

Print Name: _____

Title: _____

[VACASA STATE ENTITY]

By: _____

Print Name: _____

Title: _____

[BUYER]

By: _____

Print Name: _____

Title: _____

EXHIBIT A TRANSITION SERVICES

Property Management Services

During the Transition Period, Buyer authorizes Vacasa to operate as a co-manager of the Properties. Vacasa will manage the Properties in a manner materially consistent with how it has previously managed the Properties pursuant to the requirements of the Assigned Contract for each Property. The Transition Services shall include but not be limited to:

1. Reservations and Payments. Vacasa will process Reservations and process and collect payments from Guests for vacation rental stays at the Properties. Seller is authorized to deposit and maintain funds in its existing bank accounts, including trust accounts where required by law, in connection with such Guest payments and in accordance with current practices. At or prior to the conclusion of the Term, Vacasa shall cancel any Reservation scheduled to begin after the conclusion of the Term if Buyer is ineligible to process such Reservation.
2. Advanced Deposits; Security Deposits; Property Owner Reserve Balance Funds and Non-Ordinary Owner Expenses. During the Transition Period, Vacasa will continue to hold Advanced Deposits and Security Deposits and administer Advanced Deposits and Security Deposits as set forth in the Purchase Agreement. Vacasa will continue to maintain owner reserve funds associated with certain Assigned Management Contracts and is authorized to bill and collect funds from Owners for non-ordinary maintenance or additional services incurred in the management of the Properties.
3. Revenue Management. Vacasa will determine rental rates for the Properties based on Property and market characteristics and demand.
4. Cleaning Services and Consumables. Vacasa will set and collect cleaning fees from Guests. Vacasa shall furnish housekeeping services and will provide the same basic supplies it has provided historically, which may vary from Market to Market. Seller shall be permitted to use, in connection with the Transition Services, all cleaning supplies, Guest consumables, equipment and other tangible personal property included among the Assets during the Term.
5. Lodging and Sales Taxes. To the extent that it was doing so prior to the Transaction and unless otherwise specified in writing or required by law, Vacasa (or, if applicable, a third-party marketing channel) will collect applicable taxes from Guests, file sales and lodging tax returns, and make all sales and lodging tax payments on behalf of the Property owner in accordance with its historical practices.
6. Guest Relations. Vacasa will take actions it deems appropriate to manage Guest relations, including communicating with Guests, managing Guest check-in and check-out, addressing Guest issues that arise during or after a rental stay, and managing Guest reviews.
7. Maintenance and Repairs. Vacasa will perform or arrange maintenance, repairs, and services for each Property in accordance with the terms of the applicable Assigned Management

Contract. Buyer authorizes Vacasa to use (at no expense) supplies and equipment located in or at the Properties or its storage facilities in order to maintain the Properties in a manner consistent with its historic management of the Properties.

8. Owner Relations and Support; Owner Receivable Collections. Vacasa will provide reasonable support to and relationship management with Property owners, consistent with its support and relationship management activities prior to the Transaction. Vacasa will collect Owner Receivables at the direction of, and for the account of Buyer.

9. Licenses and Permits. To the extent that it was doing so prior to the Transaction, Vacasa will assist Property owners in obtaining or renewing a license or permit for the Property; provided, however, that Vacasa's obligations to do so shall be limited to the requirements set forth in the applicable Assigned Management Contract. Unless otherwise agreed in writing, Vacasa will not handle licensing or permitting for any Property owner who signs a property management contract with Vacasa or Buyer after the Closing Date.

Additional Services

In addition to the property management services described above, Vacasa will provide the following Transition Services:

1. Homeowner Marketing. Vacasa will conduct marketing designed to attract new homeowners for Buyer and will use reasonable efforts to sign agreements with new homeowners who express interest in property management services. Vacasa will enter into such agreements and assign them to Buyer. Buyer's consent shall not be required for Vacasa to enter into and assign such agreements.

2. Employees; Contractors. Vacasa will employ or engage a sufficient number of employees and independent contractors to provide Transition Services. Vacasa shall be solely responsible for managing all aspects of the employer-employee or client-independent contractor relationship, including determining rates of pay.

3. General Transition Support. Vacasa will provide reasonable cooperation and assistance to support the transition of the Assets to Buyer, including timely responding to requests from Buyer for information and advice regarding systems, employee and other business matters.

4. Reporting. By the last day of each calendar month (or the next business day thereafter if such day falls on a weekend or holiday) during the Transition Period, Vacasa will provide Buyer the following reports for the prior month: (a) a report showing any Assigned Management contracts that terminated and any new property management contracts entered into during the month; (b) reports showing average daily rate, occupancy, revenue per available night, and gross churn for each Market; (b) a monthly profit and loss statement for all Properties for which Transition Services are provided. Upon request by Buyer, Vacasa will also provide copies of monthly statements of Property owners.

5. Royalty Reporting and Payment. During the Transition Period, Vacasa will provide

Casago International a report showing gross rental revenue amounts and any other information required under the franchise agreement between Buyer and Casago International. Vacasa will remit all royalty and other payments to Casago on Buyer's behalf. Buyer authorizes such remittance prior to any funds being paid to Buyer hereunder.

6. Tangible Assets. At the end of the Term, Vacasa will transfer to Buyer any tangible assets located in the Market that Vacasa used to manage the Properties, including but not limited to vehicles, maintenance and cleaning equipment and supplies, guest consumables, and computer equipment. Buyer shall be responsible for the registration of title for vehicles and all applicable taxes and registration fees associated with the transfer of the tangible assets.

Exhibit E to Asset Purchase Agreement

Escrow Agreement

See Attached.

[NTD: Parties to use Escrow Agent's Form]

Exhibit F to Asset Purchase Agreement

Personal Guaranty

See Attached.

GUARANTY

In consideration of [NOTEHOLDER NAME], a [STATE] [ENTITY TYPE] (“Noteholder”) extending credit to [BORROWER NAME], a [STATE] [ENTITY TYPE] (the “Borrower”), pursuant to that certain Promissory Note dated eveny herewith (the “Note”), [GUARANTOR NAME], a [STATE] [ENTITY TYPE], the owner, directly or indirectly, of [all of the] beneficial interests of the Borrower (the “Guarantor”), and as a condition precedent thereto, and for the benefit to Guarantor from such accommodation, hereby guarantees to the Noteholder the payment in full when due, whether by acceleration or otherwise, of all sums due or becoming due under the Note, including without limitation all principal, interest, attorney’s fees and collection costs due or becoming due under the Note.

This Guaranty is absolute, continuing and complete, and acceptance and notice of acceptance thereof by Borrower is therefore unnecessary and is hereby expressly waived by Guarantor. This Guaranty shall continue in force until the payment in full of the Note, including any extensions or renewals thereof. The undersigned hereby waives the benefits of all provisions of law for stay or delay of execution of sale of property or other satisfaction of judgment against any person or organization on account of the obligation and liability hereunder until judgment be first obtained against the Borrower and execution thereon returned unsatisfied, or until it is shown that Borrower shall have no property available for the satisfaction of any amounts or obligations guaranteed hereby or until any other proceedings can be had. As such, Noteholder shall not be bound to seek payment from or exhaust its recourse, in whole or in part, against Borrower or upon the collateral security, before being entitled to payment from Guarantor hereunder. No payment by Guarantor or other satisfaction of Guarantor’s liabilities hereunder shall entitle Guarantor to any payment from Borrower, from the proceeds of any property of Borrower or from any collateral security, and Guarantor relinquishes the right of subrogation or any right to participate in any claim or remedy that Noteholder may have against Borrower, or any collateral security.

This Guaranty and all obligations of any representatives, heirs and assigns of the Guarantor shall inure to the benefit of the heirs, successors and assigns of the Noteholder. This Guaranty and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based on, arising out of, or relating to this Guaranty and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty, effective as of the _____ day of _____, 202__.

[GUARANTOR NAME]

By _____

Name:

Title:

Exhibit G to Asset Purchase Agreement

Promissory Note

See Attached.

PROMISSORY NOTE

\$[NUMBER]	[CITY], [STATE] [DATE]

FOR VALUE RECEIVED, [BORROWER NAME], a [STATE] [ENTITY] (the “**Borrower**”) hereby unconditionally promises to pay to the order of [NOTEHOLDER NAME] a [STATE] [ENTITY] (the “**Noteholder**”) the principal amount of \$[LOAN AMOUNT] (the “**Loan**”), together with all accrued interest thereon, as provided in this Promissory Note (this “**Note**”).

1. Purchase Agreement. This Note is being delivered pursuant to that certain Asset Purchase Agreement dated on or around the date hereof, between Borrower and Noteholder (the “**Purchase Agreement**”). Any capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

2. Interest.

(a) Interest Rate. Except as provided in Section 2(b), the principal amount outstanding under this Note from time to time shall bear interest at a rate equal to [NUMBER] percent ([]%) per annum (the “**Interest Rate**”).

(b) Default Interest. If any amount payable hereunder is not paid when due (without regard to any applicable grace period), whether at stated maturity, by acceleration, or otherwise, such overdue amount shall bear interest at the Interest Rate plus []% (the “**Default Rate**”).

(c) Computation of Interest. All computations of interest hereunder shall be made on the basis of a year of 365/366 days, as the case may be, and the actual number of days elapsed. Interest shall begin to accrue on the Loan on the date of this Note. For any portion of the Loan that is repaid, interest shall not accrue on the date on which such payment is made.

(d) Interest Rate Limitation. If at any time the Interest Rate payable on the Loan shall exceed the maximum rate of interest permitted under applicable law, such Interest Rate shall be reduced automatically to the maximum rate permitted.

3. Payment Dates.

(a) Payment Dates. The principal amount of the Loan and the interest thereon shall be payable in [] equal consecutive monthly installments of \$[AMOUNT] beginning on [DATE] and on the same day of every month (each such day a “**Payment Date**”) thereafter until [DATE]. On [DATE], all amounts then outstanding

under this Note, including principal, accrued and unpaid interest, and any unpaid fees, shall be due and payable.

(b) Prepayment. The Borrower may prepay the Loan in whole or in part at any time or from time to time without penalty or premium by paying the principal amount to be prepaid together with accrued interest thereon to the date of the prepayment.

4. Payment Mechanics.

(a) Manner of Payment. All payments of principal and interest shall be made in US dollars no later than the date on which such payment is due. Such payments shall be made by wire transfer of immediately available funds to the Noteholder's account at a bank specified by the Noteholder in writing to the Borrower from time to time.

(b) Application of Payments. All payments shall be applied, *first*, to fees or charges outstanding under this Note, *second*, to accrued interest, and, *third*, to principal outstanding under this Note.

(c) Business Day. Whenever any payment hereunder is due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day, and interest shall be calculated to include such extension. "**Business Day**" means a day other than Saturday, Sunday, or other day on which commercial banks in [CITY, STATE] are authorized or required by law to close.

5. Representations and Warranties. The Borrower represents and warrants to the Noteholder as follows:

(a) Existence. The Borrower is a [limited liability company] duly [formed], validly existing, and in good standing under the laws of the state of its organization. The Borrower has the requisite power and authority to own, lease, and operate its property, and to carry on its business.

(b) Power and Authority. The Borrower has the requisite power and authority to execute, deliver, and perform its obligations under this Note.

(c) Authorization; Execution and Delivery. The execution and delivery of this Note by the Borrower and the performance of its obligations hereunder have been duly authorized by all necessary [limited liability] action in accordance with applicable law. The Borrower has duly executed and delivered this Note.

6. Affirmative Covenants. Until all obligations of Borrower under this Note have been fully satisfied, Borrower shall:

(a) Maintenance of Existence. (i) Preserve, renew, and maintain in full force and effect its corporate or organizational existence and (ii) take all reasonable action to maintain all rights, privileges, and franchises necessary or desirable in the normal

conduct of its business, except, in each case, where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

(b) Compliance. Comply with all laws applicable to it and its business and its obligations under its material contracts and agreements, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

7. Negative Covenants. Until all obligations of Borrower under this Note have been fully satisfied, Borrower shall not, without Noteholder's express written consent:

(a) Liens. Incur, create, assume, or suffer to exist any Lien on any of its property or assets, whether now owned or hereafter acquired, except for (i) Liens for taxes not yet due or which are being contested in good faith by appropriate proceedings if adequate reserves with respect thereto are maintained on the books of the Borrower; and (ii) non-consensual Liens arising by operation of law, arising in the ordinary course of business, and for amounts which are not overdue for a period of more than thirty (30) days or that are being contested in good faith by appropriate proceedings.

(b) Other Negative Covenants. Violate any of the covenants set forth on Schedule 7(b) hereto.

8. Events of Default. The occurrence and continuance of any of the following shall constitute an "**Event of Default**" hereunder:

(a) Failure to Pay. The Borrower fails to pay (i) any principal amount of the Loan when due; (ii) any interest on the Loan within [five (5)] days after the date such amount is due; or (iii) any other amount due hereunder within thirty (30) days after such amount is due.

(b) Breach of Representations and Warranties. Any representation or warranty made by the Borrower to the Noteholder herein contains an untrue statement of a material fact as of the date made; *provided, however*, no Event of Default shall be deemed to have occurred pursuant to this Section 8(b) if, within thirty (30) days of the date on which the Borrower receives notice (from any source) of such untrue or misleading statement, Borrower shall have addressed the adverse effects of such untrue or misleading statement to the reasonable satisfaction of the Noteholder.

(c) Breach of Covenants. The Borrower fails to observe or perform (i) any covenant, condition, or agreement contained herein other than a payment obligation, and such failure continues for thirty (30) days after written notice to the Borrower.

(d) Bankruptcy; Insolvency.

(i) The Borrower institutes a voluntary case seeking relief under any law relating to bankruptcy, insolvency, reorganization, or other relief for debtors.

(ii) An involuntary case is commenced seeking the liquidation or reorganization of the Borrower under any law relating to bankruptcy or insolvency, and such case is not dismissed or vacated within sixty (60) days of its filing.

(iii) The Borrower makes a general assignment for the benefit of its creditors.

(iv) The Borrower is unable, or admits in writing its inability, to pay its debts as they become due.

(v) A case is commenced against the Borrower or its assets seeking attachment, execution, or similar process against all or a substantial part of its assets, and such case is not dismissed or vacated within sixty (60) days of its filing.

(e) Notice of Event of Default. As soon as possible after it becomes aware that an Event of Default has occurred, and in any event within five (5) Business Days, the Borrower shall notify the Noteholder in writing of the nature and extent of such Event of Default and the action, if any, it has taken or proposes to take with respect to such Event of Default.

9. Remedies. Upon the occurrence and during the continuance of an Event of Default, the Noteholder may, at its option, by written notice to the Borrower declare the outstanding principal amount of the Loan, accrued and unpaid interest thereon, and all other amounts payable hereunder immediately due and payable; *provided, however*, if an Event of Default described in Section 8(d)(i), Section 8(d)(ii), or Section 8(d)(iii) shall occur, the outstanding principal amount, accrued and unpaid interest, and all other amounts payable hereunder shall become immediately due and payable without notice, declaration, or other act on the part of the Noteholder.

10. Expenses. The Borrower shall reimburse the Noteholder on demand for all reasonable and documented out-of-pocket costs, expenses, and fees, including the reasonable fees and expenses of counsel, incurred by the Noteholder in connection with the negotiation, documentation, and execution of this Note and the enforcement of the Noteholder's rights hereunder.

11. Notices. All notices, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the seventh day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following

addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 11:

(a) If to the Borrower:

Attention: [NAME]
[ADDRESS]
E-mail: [E-MAIL ADDRESS]
Facsimile: [FAX NUMBER]
Telephone: [TELEPHONE NUMBER]

(b) If to the Noteholder:

Attention: [NAME]
[ADDRESS]
E-mail: [E-MAIL ADDRESS]
Facsimile: [FAX NUMBER]
Telephone: [TELEPHONE NUMBER]

12. Governing Law. This Note and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based on, arising out of, or relating to this Note and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Delaware.

13. Successors and Assigns. This Note may be assigned or transferred by the Noteholder to any individual, corporation, company, limited liability company, trust, joint venture, association, partnership, unincorporated organization, governmental authority, or other entity.

14. Integration. This Note constitutes the entire contract between the Borrower and the Noteholder with respect to the subject matter hereof and supersedes all previous agreements and understandings, oral or written, with respect thereto.

15. Amendments and Waivers. No term of this Note may be waived, modified, or amended, except by an instrument in writing signed by the Borrower and the Noteholder. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

16. No Waiver; Cumulative Remedies. No failure by the Noteholder to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power. The rights, remedies, and powers herein provided are cumulative and not exclusive of any other rights, remedies, or powers provided by law.

17. Severability. If any term or provision of this Note is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect

any other term or provision of this Note or render such term or provision invalid or unenforceable in any other jurisdiction.

18. Counterparts. This Note and any amendments, waivers, consents, or supplements hereto may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Note by facsimile or in electronic (“pdf” or “tif” or any other electronic means that reproduces an image of the actual executed signature page) format shall be as effective as delivery of a manually executed counterpart of this Note.

19. Electronic Execution. The words “execution,” “signed,” “signature,” and words of similar import in this Note shall be deemed to include electronic and digital signatures and the keeping of records in electronic form, each of which shall be of the same effect, validity, and enforceability as manually executed signatures and paper-based recordkeeping systems, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act (15 U.S.C. §§ 7001-7031), the Uniform Electronic Transactions Act (UETA), or any state law based on the UETA.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Borrower has executed this Note as of [DATE].

[BORROWER NAME]

By _____

Name:

Title:

Schedule 7(b)

Other Negative Covenants

1. [INSERT]

Exhibit H to Asset Purchase Agreement

Security Agreement

See Attached.

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this “Agreement”), dated as of [DATE], is by and between [BORROWER NAME], a [STATE] [ENTITY TYPE] (“Debtor”), and [SECURED PARTY NAME], a [STATE] [ENTITY TYPE] and holder of the Secured Obligations (“Secured Party”).

WHEREAS, Debtor and Secured Party are parties to that certain Promissory Note dated evenly herewith (the “Note”), pursuant to which Secured Party has provided to Debtor a loan in the amount of \$[LOAN AMOUNT]; and

WHEREAS, the parties desire to enter into this Agreement to secure the obligations under the Note.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** For purposes of this Agreement, the following capitalized terms shall have their respective meanings set forth below. Any capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the UCC.

“Event of Default” means the occurrence of any of the following: (i) Debtor’s failure to perform any Secured Obligation, including failure to timely pay any payments due under the Note when due, after giving effect to any applicable cure periods provided for in the Note; or (ii) Debtor’s: (A) becoming insolvent; (B) making an assignment for the benefit of creditors, or (C) filing, or having filed against it, a petition under any bankruptcy, insolvency, arrangement, reorganization, receivership, conservatorship, liquidation or similar debtor relief law.

“Secured Obligations” means, without duplication, (a) all obligations of Debtor under the Note and (b) all costs and expenses incurred in connection with enforcement and collection of such obligations, including, without limitation, attorneys’ fees.

“UCC” means the Uniform Commercial Code as in effect on the date hereof in the State of [Delaware].

2. **Grant of Security Interest in the Collateral.** To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, Debtor hereby grants to the Secured Party a continuing, first priority lien on and security interest in, and a right to set off against, any and all right, title and interest of Debtor in and to:

- (a) The personal property described on Exhibit A; and
- (b) All Proceeds of any and all of the foregoing (all of the foregoing, collectively, the “Collateral”).

3. **Covenants.** Debtor covenants that, so long as any of the Secured Obligations remains outstanding and until all of the commitments relating thereto have been terminated, Debtor shall:

(a) **Other Liens.** Defend the Collateral against the claims and demands of all other parties claiming an interest therein, keep the Collateral free from all liens and not sell, exchange, transfer, assign, lease or otherwise dispose of the Collateral or any interest therein without the prior consent of Secured Party.

(b) **Authorization.** Authorize the Secured Party to prepare and file such financing statements, renewals, amendments and supplements or such other instruments as the Secured Party may from time to time reasonably deem necessary, appropriate or convenient in order to perfect and maintain the security interests granted hereunder in accordance with the UCC.

4. **Remedies.** If an Event of Default occurs, in addition to the remedies otherwise provided in this Agreement or the Note, the Secured Party may pursue any remedy available at law or in equity, including the remedies available to a secured party under the UCC with respect to the Collateral. Without limiting the foregoing, Secured Party may, with or without judicial process or the aid and assistance of others, without demand and without advertisement, notice, hearing or process of law, all of which Debtor hereby waives to the fullest extent permitted by law, at any place and time or times, sell and deliver any or all Collateral held by or for it at public or private sale, by one or more contracts, in one or more parcels, for cash, upon credit or otherwise, at such prices and upon such terms as the Secured Party deems advisable, in its sole discretion (subject to any and all mandatory legal requirements).

5. **Termination.** This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect so long as any of the Secured Obligations remains outstanding and until all of the commitments relating thereto have been terminated. This Agreement will terminate when all of the Secured Obligations have been fully satisfied.

6. **Costs and Expenses.** Debtor shall reimburse Secured Party for all costs and expenses, including legal fees, that Secured Party incurs in protecting, preserving or enforcing any right, power, or remedy provided by this Agreement.

7. **Notices.** All notices, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the seventh day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7):

If to Debtor:

[ADDRESS]
Attn: [NAME]
Email: [EMAIL]

If to Secured Party: [ADDRESS]
Attn: [NAME]
Email: [EMAIL]

8. **Amendments and Waivers.** This Agreement and the provisions hereof may not be amended, waived, modified, changed, discharged or terminated except by written agreement of Debtor and the Secured Party. No failure by Secured Party to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power. The rights, remedies, and powers herein provided are cumulative and not exclusive of any other rights, remedies, or powers provided by law.

9. **Entire Agreement.** This Agreement, the Note, and any other documents contemplated thereby constitute the entire understanding among the parties with respect to the subject matter hereof, and supersede all prior negotiations, agreement, and understandings, written or oral, with respect to such subject matter.

10. **Severability.** The provisions of this Agreement are independent of and separable from each other. If any provision hereof shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof.

11. **Successors in Interest.** This Agreement shall create a continuing security interest in the Collateral and shall be binding upon Debtor, its successors and assigns, and shall inure, together with the rights and remedies of Secured Party, to the benefit of Secured Party and its successors and assigns; provided, however, that Debtor may not assign this Agreement without the prior written consent of Secured Party.

12. **Counterparts.** This Agreement and any amendments, waivers, consents, or supplements hereto may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (“pdf” or “tif” or any other electronic means that reproduces an image of the actual executed signature page) format shall be as effective as delivery of a manually executed counterpart of this Agreement.

13. **Electronic Signature.** The words “execution,” “signed,” “signature,” and words of similar import in this Agreement shall be deemed to include electronic and digital signatures and the keeping of records in electronic form, each of which shall be of the same effect, validity, and enforceability as manually executed signatures and paper-based recordkeeping systems, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act (15 U.S.C. §§ 7001-7031), the Uniform Electronic Transactions Act (UETA), or any state law based on the UETA

14. **Governing Law.** This Agreement is made and delivered in the State of [Delaware] and shall be governed by the laws thereof.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

DEBTOR:

[DEBTOR NAME]

By: _____

Name:

Title:

SECURED PARTY:

[SECURED PARTY NAME]

By: _____

Name:

Title:

Exhibit A to Security Agreement

Description of Collateral

1. [INSERT]

Exhibit I to Asset Purchase Agreement

Seller Privacy Policy

[_____]

Schedule 1.03 Other Assets

[_____]

Schedule 1.05 Assigned Leases

[_____]

Schedule 1.06 Assigned Management Contracts

[_____]

Schedule 1.08 Other Assumed Liabilities

[_____]

Schedule 1.33 Properties

[_____]

Schedule 5.08 Litigation

[_____]

EXHIBIT L
TO CASAGO INTERNATIONAL, LLC'S
FRANCHISE DISCLOSURE DOCUMENT
NONDISCLOSURE AGREEMENT

NONDISCLOSURE AGREEMENT

Effective Date: _____, ~~2025~~20

THIS NONDISCLOSURE AGREEMENT (this “Agreement”) is entered into as of the Effective Date by and between Casago Holdings, LLC, a Delaware limited liability company (“Provider”), and _____ (“Recipient”).

Provider may provide certain confidential and proprietary information to Recipient in connection with a potential transaction between the parties hereto. The parties wish to enter into an agreement to assure that such information will be held in confidence and trust and used and disclosed only in support of the Purpose (as defined herein) for which it is provided. In consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

1.1. “Affiliate” shall mean any person or entity directly or indirectly controlled by, controlling or under common control with a party.

1.2 “Confidential Information” shall mean all information, including all copies thereof (including, without limitation, all agreements, files, books, charts, records, studies, reports, surveys, schedules, plans, and statistical information), which on or after the date hereof may be furnished or disclosed to Recipient by, or acquired by Recipient directly or indirectly from, Provider or Provider’s Representatives. Such term shall also include the existence and terms of this Agreement and all memoranda, notes, reports, and documents relating to or are based upon, in whole or in part, Confidential Information, all copies and extracts of Confidential Information, and all studies and data containing Confidential Information prepared by or for the benefit of Recipient in connection with carrying out the Purpose.

1.3 “Purpose” shall mean the evaluation of a potential transaction between the parties hereto.

1.4 “Representative” shall mean any officer, director, manager, employee, trustee, investor, financing source, attorney, accountant, advisor, consultant, agent, independent contractor or other authorized representative of a party or its Affiliates.

2. **Term; Termination.** The term of this Agreement shall commence on the Effective Date and shall continue for a period of two (2) years, unless terminated earlier in accordance with this Section 2. Either party may terminate this Agreement at any time by providing written notice to the other party; provided, however, that the obligations of Recipient to maintain the confidentiality of and restrictions on use of Confidential Information shall continue for a period of two (2) years after termination of this Agreement.

3. Restrictions.

3.1 Confidential Information.

(a) Recipient shall receive all Confidential Information in confidence and shall, and shall direct its Representatives to, take commercially reasonable steps to maintain the confidentiality of the Confidential Information, and maintain the confidentiality that the Confidential Information has been made available to Recipient and that discussions about a potential transaction may be taking place between the parties;

(b) Recipient may use the Confidential Information only for the Purpose and may not use the Confidential Information for any other reason without the express written consent of Provider; and

(c) Recipient shall not disclose or provide the Confidential Information to any third party, and may only disclose the Confidential Information to its Representatives who (1) have a need to know such Confidential Information to enable them to perform their responsibilities relating to the Purpose, and (2) agree to comply with the confidentiality obligations contained herein. Recipient shall be liable to Provider for any breach of the confidentiality obligations contained herein by its Representatives..

3.2 Exceptions. This Agreement shall not apply to any Confidential Information which:

(a) at the time of disclosure is publicly available and known other than as a result of a breach of the confidentiality obligations of Recipient or its Representatives hereunder;

(b) was lawfully in the possession of Recipient prior to Recipient's receipt of such Confidential Information from Provider or its Representatives;

(c) Recipient independently developed without the use of Confidential Information; or

(d) is lawfully acquired by Recipient from a third party who, to Recipient's knowledge, does not have an obligation of confidence to Provider with respect to the Confidential Information.

3.3 Legally Required Disclosure. Notwithstanding the foregoing, Recipient may disclose Confidential Information to the extent required by order of any court or administrative agency having competent jurisdiction; provided Recipient, if legally permitted, first notifies Provider and reasonably cooperates to protect the confidentiality thereof by reasonably available means.

3.4 Noninterference. Neither Recipient nor its Representatives will, directly or indirectly, use any Confidential Information to induce or attempt to induce any vendor, owner,

guest, supplier, or other material business relation of Provider or its Affiliates to cease doing business with Provider or its Affiliates or the Company or its Affiliates, or in any way use any Confidential Information or Trade Secrets with the intent to materially interfere with the relationship between any such vendor, owner, guest, supplier, or other material business relation of Provider or its Affiliates.

3.5 Non-Solicitation. In consideration of the Confidential Information being furnished to Recipient, Recipient hereby agrees that, for a period of 12 months from the date of this Agreement, Recipient will not, without the prior written consent of the Company, directly or indirectly, solicit to employ or actually employ any employee of the Company with whom Recipient has direct contact or who first becomes known to Recipient in connection with the potential transaction contemplated hereby; provided, however, Recipient may solicit to employ or actually employ any such employee (i) who responds to general solicitations for employees in the ordinary course of business and consistent with past practice (including by professional search firm), so long as such solicitations are not directed towards employees of Provider or its Affiliates, (ii) whose employment with Provider or its Affiliates was terminated to the commencement of such solicitation or employment discussions or (iii) who otherwise contacts Recipient on his or her own initiative without being directed or solicited.

3.6 No Representation or Warranty. NO WARRANTY IS MADE BY PROVIDER UNDER THIS AGREEMENT. ALL CONFIDENTIAL INFORMATION IS PROVIDED BY PROVIDER "AS IS."

4. **Return of Materials.** Upon Provider's written request, Recipient shall promptly, at Recipient's option, either return to the Provider all documentation, materials, media, objects, and other tangible items that contain Confidential Information Provider or its Affiliates, or destroy all such copies and, upon Provider's written request, confirm, in writing (email being sufficient) to Provider that such Confidential Information has been destroyed. Notwithstanding the foregoing, Recipient may retain Confidential Information of Provider if required to fulfill its legal, regulatory, compliance or recordkeeping obligations; provided that any such information retained shall be held in confidence and remain subject to the confidentiality provisions set forth herein.

5. **Intellectual Property Ownership.** Unless otherwise indicated, Provider is the owner of all right, title, and interest in and to the Confidential Information. No right or license in or to the Confidential Information is granted to Recipient except as expressly stated herein.

6. **Remedies.** It is agreed that the unauthorized use or disclosure of any Confidential Information by Recipient may cause severe and irreparable damage to Provider and/or Provider's Affiliates. In the event of any violation of this Agreement, Recipient agrees that Provider shall be authorized and entitled to seek from any court of competent jurisdiction preliminary and/or permanent injunctive relief, as well as any other relief permitted by applicable law, without proof of damages, and Recipient further agrees to waive, and use its commercially reasonable efforts to cause its Representatives to waive, any requirement for the securing or posting of any bond or other security in connection with any such remedy.

7. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts-of-law principles.

8. **Entire Agreement.** This Agreement contains the entire agreement of the parties regarding the subject matter hereof and supersedes all other prior agreements, whether written or oral, regarding the subject matter. This Agreement may be changed only by an instrument in writing executed by both parties.

9. **Assignment.** This Agreement shall inure to the benefit of each party and its successors and assigns.

10. **Relationship Between the Parties.** This Agreement does not create any agency or partnership relationship between the parties hereto.

11. **Attorneys' Fees.** If Provider retains an attorney in connection with a breach of this Agreement by Recipient or its Representatives, Provider shall be entitled to recover its reasonable attorneys' fees and related expenses from Recipient, in addition to any other remedies available to it.

12. **Execution.** This Agreement may be executed in electronic counterparts via electronic format, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of executed counterparts by electronic mail or any other electronic format shall be effective as an original.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed below by their fully authorized signatories as of the Effective Date:

RECIPIENT

CASAGO HOLDINGS, LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Address for Notices: _____

Address for Notices: _____

~~15475 N Greenway~~

850 NW 13th Avenue

Portland, OR 97209

~~Hayden Loop #B2~~

~~Scottsdale, AZ 85260~~

Attn: General Counsel

EXHIBIT M
TO CASAGO INTERNATIONAL, LLC'S
FRANCHISE DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES PAGE

STATE EFFECTIVE DATES:

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, 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	~~July 10, 2025, as amended~~
Hawaii	~~July 4, 2025, as amended~~
Illinois	~~Not for use in Illinois~~
Indiana	~~June 27, 2025, as amended~~
Maryland	~~Not for use in Maryland~~
Michigan	~~June 24, 2025, as amended~~
Minnesota	~~Not for use in Minnesota~~
New York	~~July 25, 2025, as amended~~
North Dakota	~~July 1, 2025, as amended~~
Rhode Island	~~July 2, 2025, as amended~~
South Dakota	~~June 24, 2025, as amended~~
Virginia	~~July 1, 2025, as amended~~
Washington	~~Not for use in Washington~~
Wisconsin	~~June 27, 2025, as amended~~

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.

EXHIBIT N
TO CASAGO INTERNATIONAL, LLC'S
FRANCHISE DISCLOSURE DOCUMENT

RECEIPTS

RECEIPTS

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 Casago International, LLC offers you a franchise it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island 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 agreements or payment of any consideration that relates the franchise relationship. Michigan requires 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 Casago International, 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 law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state administrator identified in Exhibit A of this Franchise Disclosure Document. A list of franchisor's agents registered to receive service of process is also included in Exhibit A to this Franchise Disclosure Document.

I have received a Franchise Disclosure Document with an Issue Date of April ~~4, 2025, as amended May 1, 2025 and June 24, 2025~~ 1, 2026, which included the following Exhibits:

Exhibit A -- List of State Administrators/Agents for Service of Process	Exhibit G -- List of Franchisees Who Have Left the System
Exhibit B -- Table of Contents of Operations Manuals	Exhibit H -- State Specific Addenda
Exhibit C -- Financial Statements	Exhibit I -- Compliance Certification
Exhibit D -- Franchise Agreement	Exhibit J -- List of Vacasa Subsidiaries
Exhibit E -- Sample Termination and Release Agreement	Exhibit K -- Asset Purchase Agreement
Exhibit F -- List of Franchisees	Exhibit L -- Nondisclosure Agreement
	Exhibit M -- State Effective Dates Page
	Exhibit N -- Receipts

A list of the names, principal business addresses, and telephone numbers of each franchise seller offering this franchise is as follows: ~~• Steve Schwab • Catrina Wakefield • Joseph Riley • Ryan Tolley • Alex Pedigo~~, Casago International, LLC, ~~15475 North Greenway Hayden Loop, Suite B2, Scottsdale, AZ 85260~~ 850 NW 13th Avenue, Portland, OR 97209 or (877) 525-0999. The name, principal business address and telephone number of any other franchise seller offering this franchise is as follows:

If an individual:

By: _____

Name: _____

Date: _____

If a Partnership, Corporation or Limited Liability Corporation:

Name: _____

Title: _____

Telephone Number: _____

Name of Entity: _____

Address: _____

RECEIPTS

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 Casago International, LLC offers you a franchise it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island 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 agreements or payment of any consideration that relates the franchise relationship. Michigan requires 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 Casago International, 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 law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state administrator identified in Exhibit A of this Franchise Disclosure Document. A list of franchisor's agents registered to receive service of process is also included in Exhibit A to this Franchise Disclosure Document.

I have received a Franchise Disclosure Document with an Issue Date of April ~~4, 2025, as amended May 1, 2025 and June 24, 2025~~ 1, 2026, which included the following Exhibits:

Exhibit A -- List of State Administrators/Agents for Service of Process	Exhibit G -- List of Franchisees Who Have Left the System
Exhibit B -- Table of Contents of Operations Manuals	Exhibit H -- State Specific Addenda
Exhibit C -- Financial Statements	Exhibit I -- Compliance Certification
Exhibit D -- Franchise Agreement	Exhibit J -- List of Vacasa Subsidiaries
Exhibit E -- Sample Termination and Release Agreement	Exhibit K -- Asset Purchase Agreement
Exhibit F -- List of Franchisees	Exhibit L -- Nondisclosure Agreement
	Exhibit M -- State Effective Dates Page
	Exhibit N -- Receipts

A list of the names, principal business addresses, and telephone numbers of each franchise seller offering this franchise is as follows: ~~● Steve Schwab~~ ● Catrina Wakefield ● Joseph Riley ● Ryan Tolley ● ~~Alex Pedigo~~, Casago International, LLC, ~~15475 North Greenway Hayden Loop, Suite B2, Scottsdale, AZ 85260~~ 850 NW 13th Avenue, Portland, OR 97209 or (877) 525-0999. The name, principal business address and telephone number of any other franchise seller offering this franchise is as follows:

If an individual:

By: _____

Name: _____

Date: _____

If a Partnership, Corporation or Limited Liability Corporation:

Name: _____

Title: _____

Telephone Number: _____

Name of Entity: _____

Address: _____