APR 20 2017

# FRANCHISE DISCLOSURE DOCUMENT

Bin There USA, LLC
a Delaware limited liability company
1645 Finfar Court
Mississauga, Ontario, L5J 4K1 Canada
Telephone: (905) 823-8550
Website: www.bintheredumpthat.com/franchise.php
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The franchisee will operate a BIN THERE DUMP THAT business (a "**BTDT Business**") providing waste removal and disposal services, and other related services and products we may periodically introduce.

The estimated total initial investment necessary to begin operation of a BTDT Business franchise ranges from $72,200 to $127,600. This includes an initial fee ranging from $29,100 to $45,200 that you must pay to us. See Items 5 and 7 for details.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no 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 John Ferracuti at the address and telephone number listed above.

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

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

The issuance date of this Franchise Disclosure Document is April 25, 2017.

## STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrators listed in Exhibit B for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

*1. THE FRANCHISE AGREEMENT REQUIRES THE FRANCHISEE TO LITIGATE ONLY IN NEW YORK. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO LITIGATE WITH THE FRANCHISOR IN NEW YORK THAN IN YOUR HOME STATE.

*2. THE FRANCHISE AGREEMENT STATES THAT THE LAW OF NEW YORK GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

* Local law may supersede these agreement provisions. Certain states require the superseding provisions to appear in an addendum in this disclosure document (See Exhibits H and I).

**We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should make sure to do your own investigation of the franchise.**

Effective Date: See the next page for state effective dates.

## STATE EFFECTIVE DATES

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

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

| STATES | EFFECTIVE DATE |
|---|---|
| California | |
| Florida | |
| Illinois | |
| Indiana | |
| Maryland | |
| Michigan | |
| Minnesota | |
| New York | |
| North Dakota | |
| Rhode Island | |
| South Dakota | |
| Utah | |
| Virginia | |
| Washington | |
| Wisconsin | |

# BIN THERE DUMP THAT
# FRANCHISE DISCLOSURE DOCUMENT

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### Exhibits


| | | | |
|---|---|---|---|
| A-1 | Franchise Agreement and Exhibits | F | Financial Statements |
| A-2 | Deposit Agreement | G | Table of Contents for Manual |
| B | List of State Administrators | H | State-specific Disclosures |
| C | Agents for Service of Process | I | State-specific Agreement Amendments |
| D | List of Current and Former BTDT Business Franchisees | J | Franchisee Compliance Certification |
| | | K | General Release |
| E | List of Company-Owned BTDT Businesses | L | Receipts (2 copies) |

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

## The Franchisor

Bin There USA, LLC ("**us**," "**our**," or "**we**") is the franchisor.

We maintain our principal place of business at 1645 Finfar Court, Mississauga, Ontario, L5J 4K1, Canada, tel (905.823.8550). We do not maintain sales offices at any location other than our principal place of business. We do not use any sales brokers or other sales organizations. We conduct business under the name and mark "Bin There ... Dump That" names and marks. We do not conduct business under any other name.

We are a Delaware limited liability company and were formed on December 28, 2010.

We franchise the right to operate a "Bin There Dump That" business providing waste removal and disposal services and other related services and products we may periodically introduce (a "**BTDT Business**"). We began to offer BTDT Business franchises in the second quarter of 2011. We are not involved in any other business activities. We do not currently operate a business similar to the franchise being offered to you.

## Our Parent and Affiliates

Our parent company is That Franchise Inc. ("**TFI**"), an Ontario, Canada corporation that was incorporated on June 4, 2003. TFI's principal place of business is located at 1645 Finfar Court, Mississauga, Ontario, L5J 4K1, Canada. TFI is the franchisor of BTDT Businesses in Canada. A list of TFI's Canadian franchisees can be found in Exhibit D of this disclosure document. TFI has offered franchises in Canada for BTDT Businesses since June 2003. TFI does not operate any BTDT Businesses itself, but its Director, Mark Crossett, owns and operates TFI's first "BIN THERE DUMP THAT" franchised unit. TFI is the owner of the Marks (defined below), which are described more fully in Item 13 of this disclosure document. TFI does not own or operate any other forms of business and does not offer franchises in any other line of business.

We have several affiliates that offer franchises in Canada, as noted below. For each of these affiliated companies, the principal place of business is 1645 Finfar Court, Mississauga, Ontario, L5J 4K1, Canada, and none of these companies own or operate any other forms of business nor offer franchises in any other line of business.

- Our affiliate Downsizing Franchise Company Inc. ("**DFCI**") is a Canada corporation that was formed on June 3, 2009. DFCI is the franchisor of "Downsizing Diva" franchised businesses in Canada, which provide senior move management services.

- Our affiliate Turf Management Systems, Inc. ("**TMSI**") is a Canada corporation formed on December 1, 1995. TMSI is the franchisor of "Weed Man" franchised businesses in Canada, which provide lawn care services.

- Our affiliate TN Pest Control, Inc. ("**TNPCI**") is a Canada corporation that was formed on October 28, 2008. TNPCI is a master franchisee of Truly Nolen of America, Inc., and as master franchisee offers "Truly Nolen" franchised businesses in Canada, which provide pest control services.

- Our affiliate Christmas Décor Canada Inc. ("**CDCI**") is a Canada corporation that was formed on March 23, 1994. CDCI is a master franchisee of The Décor Group and as master franchisee offers "Christmas Décor" franchised businesses in Canada, which provide holiday lighting products and services.

- Our affiliate Skedaddle Franchising Company Inc. ("**SFCI**") is an Ontario Canada corporation that was formed on February 1, 2013. SFCI is the franchisor of "Skedaddle" franchised businesses in Canada, which provide humane wildlife control services.

Except as described above, we do not have any affiliates, parent companies, predecessors or subsidiaries.

**BTDT Business Franchise Agreement**

We offer to enter into franchise agreements for BTDT Businesses ("**Franchise Agreements**") with qualified individuals and companies ("**you**") that wish to establish and operate a BTDT Business as a Franchisee. Our current form of Franchise Agreement is attached to this disclosure document as Exhibit A-1.

In this disclosure document, the term "**you**" means the person or legal entity with whom we enter into an agreement. The term "**you**" also refers to the direct and indirect owners of a corporation, partnership, limited liability company, limited liability partnership, or other entity that signs a Franchise Agreement as the "franchisee."

Under the Franchise Agreement, you will be granted the right to operate the Franchised Business within a defined operating territory ("**Territory**") (see Item 12 of this Disclosure Document for further details on the Territory).

If you sign a franchise agreement, then we will authorize you to operate a BTDT Business franchise ("**Franchised Business**", "**Franchise**" or "**Franchises**"). A BIN THERE DUMP THAT franchisee (a "**Franchisee**") will operate a BTDT Business providing waste removal and disposal services, and other related services and products that we may periodically introduce. A Franchised Business can be operated as a one-person business, or you may choose to hire employees at the outset or as the Franchised Business grows.

A Franchise serves its customers by operating within a uniform system consisting of high standards of service, using quality products, and operating according to the business format we have created and developed (the "**System**"). BTDT Businesses are operated under the trademark "BIN THERE DUMP THAT" and other trademarks, trade names and commercial symbols which we specify from time to time (the "**Marks**").

Customers of a BTDT Business seek high quality, efficient trash and waste removal services for their homes or businesses. Therefore, the principal market for our mini disposal service is residential homes and commercial properties whose owners wish to have bins placed on their property for the purpose of placing trash or waste in the bin for removal and disposal. This is the business that you will operate under a Franchise Agreement.

When you sign the Franchise Agreement, you and each of your principals must at the same time enter into and deliver to us a general security agreement in the form annexed to the Franchise Agreement as Exhibit B (the "**Security Agreement**"). The Security Agreement grants

us a security interest in the property and proceeds of the Franchised Business, including the equipment, motor vehicles, inventory and accounts receivables of the Franchised Business.

**Industry-Specific Regulations**

You must comply with all local, state, and federal laws that apply to your Franchised Business operations, including, for example, health, environmental and waste disposal, licensing, EEOC, OSHA, discrimination, employment, sexual harassment, and tax laws. Some state and local laws place restrictions on the private conduct of waste removal and disposal services, and these restrictions may limit or outright prevent you from establishing and operating a Franchised Business in those areas. You should fully research all laws and regulations applicable to waste removal and disposal services in the area(s) in which you are interested in establishing and operating a BTDT Business. You must register with the department of motor vehicles and perhaps other agencies in applicable states in order to operate the waste disposal vehicles for your Franchise. You must comply with all applicable federal, state, and local laws and regulations during the operation of your Franchise. You should consult with your attorney concerning those and other local laws and ordinances that may affect your Franchised Business' operation.

**Competition**

You can expect to compete in your market with locally-owned businesses, as well as with national and regional chains that offer environmental services, including other franchised and non-franchised operations that offer the same or similar services. In some markets, you may compete with municipal waste removal agencies. The market for private waste removal and disposal services is developed in some areas and developing in other areas, depending on the number of waste and trash removal services available or operating in the particular area. Private waste removal and disposal businesses compete on the basis of many factors, such as price, service, location, speed of service, and marketing programs. These businesses are often affected by other factors as well, such as changes in economic conditions and seasonal fluctuations.

## ITEM 2
## BUSINESS EXPERIENCE

**Michael J. Kernaghan – Manager, President, Chief Executive Officer, Member of the Board of Managers**

Mr. Kernaghan became our Manager, President and a member of our Board of Managers since our inception in December 2010; Mr. Kernaghan has also served as our Chief Executive Officer since April 2011. He is also Chief Executive Officer (since April 2011) as well as President, Secretary/Treasurer, and a Director of TFI, and has held those positions since TFI's inception in June 2003. Mr. Kernaghan is also Chief Executive Officer (since January 2011) of Turf Management Systems, Inc., in Mississauga, Ontario and was Chief Operating Officer for Turf Management Systems, Inc. from June 1987 to January 2011.

**Mark Crossett – Member of the Board of Managers**

Mr. Crossett has been a member of our Board of Managers since our inception in December 2010. He was our Vice President from our inception until May 2012. He has also been a Director of TFI since June 2003, and was Vice President of TFI from June 2003 to May 2012.

Mr. Crossett has also been the owner of a BIN THERE DUMP THAT franchisee, Bin There Dump That, Inc., near Toronto, Ontario since May 2001.

**John Ferracuti – Chief Operating Officer**

Mr. Ferracuti has been TFI's Chief Operating Officer since January 2016. In that capacity, he also provides services to us that are similar to his role with TFI. He was TFI's Vice President and General Manager from April 2011 to January 2016, and TFI's General Manager from February 2008 to April 2011. Mr. Ferracuti was also Manager of Franchise Development for TFI from February 2008 to October 2010. From January 2006 to January 2008, he was Manager of Franchisee Support and Franchise Recruitment for Navis Pack and Ship Centers in Toronto, Ontario.

**Mike Pocrnic – Vice President of Finance and Administration**

Mr. Pocrnic is Vice President of Finance and Administration for Turf Management Systems, Inc. in Mississauga, Ontario, and has held that position since March 2008. In that capacity, he also provides services to us that are similar to his role with Turf Management Systems, Inc. Mr. Pocrnic was Senior Accountant for WSIB in Toronto, Ontario from January 2007 to November 2007, a Financial Analyst for Fuse Marketing in Toronto, Ontario from October 2005 to June 2006, a Senior Accountant for Pink Elephant in Oakville, Ontario from March 2005 to October 2005, a Project Accountant for Accenture in Mississauga, Ontario from September 2004 to March 2005, and a Financial Analyst for Mini Tankers USA in Mississauga, Ontario from October 1999 to April 2004.

**Greg Yon – Vice President of Franchise Support**

Mr. Yon has been our Vice President of Franchise Support since November 2016. He was our Franchise Support Manager from July 2012 to November 2016. Mr. Yon was the Director of Maintenance for the city of Pittsfield, Massachusetts in Pittsfield, Massachusetts from April 2010 to April 2011.

Unless otherwise indicated above, the location of the employer is in Mississauga, Ontario. Also, unless otherwise explained, the individuals listed above also hold the same position and have the same responsibilities for us as they do for our parent, TFI.

## ITEM 3
## LITIGATION

No litigation is required to be disclosed in this Item.

## ITEM 4
## BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

## ITEM 5
## INITIAL FEES

Application Form, Deposit, and Evaluation Period Renewal Fees:

You will apply for a Franchise by completing and submitting to us an application form and net worth statement. If you meet our qualifications for a Franchise, we may ask you to execute a deposit agreement ("**Deposit Agreement**") and pay us a deposit of $5,000 (the "**Deposit**"). The Deposit is uniform for all prospective franchisees and is not refundable under any circumstances. Our current form of Deposit Agreement is attached to this Disclosure Document as Exhibit A-3.

Under the Deposit Agreement, you will have the option to acquire a Franchise for a specific operating territory that will be described in the Deposit Agreement. The Deposit Agreement will expire 30 days after you sign the Deposit Agreement (the "**Evaluation Period**"), unless before then you either enter into a Franchise Agreement with us, terminate the Deposit Agreement, or you renew the Deposit Agreement for up to two additional one-month Evaluation Periods by paying us a renewal fee of $500 for each additional Evaluation Period. The $500 per month renewal Evaluation Period fee is uniform for all prospective franchisees and is not refundable.

To exercise your option under the Deposit Agreement, you must enter into our standard form of Franchise Agreement and pay us an initial franchise fee (an "**Initial Franchise Fee**"). We will apply the $5,000 Deposit you have paid us, as well as any renewal Evaluation Period fees you have paid us, toward payment of the Initial Franchise Fee when you sign the Franchise Agreement.

Initial Franchise Fee

When you sign the Franchise Agreement, you must pay us an Initial Franchise Fee. The Franchise Fee is $29,000, plus $1,000 for each increment of 25,000 persons over the base population of 125,000 in your Territory. Although the Initial Franchise Fee varies according to the population within your Territory, it is uniformly applied to all franchisees. We also provide you with a Start-up Kit before you open the Franchised Business, and the cost of the Start-up Kit is included within the Initial Franchise Fee. Except as described below, the Initial Franchise Fee is not refundable.

You must begin seeking all government approvals immediately when you sign the Franchise Agreement. As part of your pre-opneing task list, we will help and guide you in applying for these approvals. If, during the 30-day period after you sign the agreement, you cannot obtain all of the required governmental approvals, permits, licenses, and certificates needed to establish the Franchised Business in the Territory (despite making a good faith best effort to do so), then you (or we) will have the right to terminate the Agreement. In the event of termination of the Franchise Agreement for this reason, after the parties have exchanged a termination agreement and a release in a reasonable form that we will provide, we will refund to you the Initial Franchise Fee, less $5,000 to reimburse us for our costs that we will have incurred under the Franchise Agreement, including our legal costs. But, if you did not make a good faith, diligent effort to secure the requisite governmental approvals, permits, licenses, and certificates, then we will have the right to retain all amounts you have paid to us as liquidated damages and not as a penalty.

In addition, if you are unable to satisfactorily complete our initial training program to our satisfaction, then we may terminate the Franchise Agreement. In the event of termination of the Franchise Agreement for this reason, after the parties have exchanged a termination agreement and a release in a reasonable form that we will provide, we will refund to you the Initial Franchise Fee (and the other amounts you have paid to us), less $5,000 to reimburse us for our costs that we will have incurred under the Franchise Agreement, including our legal costs.

Initial Purchases of Products

You may, but are not required to, purchase certain products and supplies from us before you begin operating your Franchised Business. These products currently include uniforms for your employees, business cards and vehicle decals. If you choose to purchase these materials from us, we estimate that the cost will range from $100 to $2,000, depending on the number of items you purchase.

Initial Training Fee

Under the Franchise Agreement, we will provide initial training to you at our office in Missisauga, Ontario at no charge for up to three individuals. You may elect to send more than that number of individuals to our initial training program, but if you do so you then must pay us an initial training fee of $750 for each additional trainee. If you wish, instead of training your personnel at our office in Canada, we can provide initial training for your personnel on-site at your premises. For on-site training, you must pay us an initial training fee of $600 for each additional trainee and also must reimburse us for our costs of providing on-site training (including travel, room and board). In all cases, you are responsible for travel, room and board expenses of your personnel who attend training. Initial training fees are payable at the time we invoice you.

Application of Payments

Proceeds from the initial fees go into our general fund and, in part, compensate us for the lost or deferred opportunity to franchise others and, in part, is used to pay or defray some of the costs we may incur as a result of: (1) screening and approving prospective franchisees; (2) providing advice and assistance to franchisees; (3) incurring legal fees, accounting fees, and other costs to comply with the federal and state laws governing this offering; (4) developing, registering, and protecting the Proprietary Marks; (5) prior research and development relating to the System; (6) prior development of our training programs, new business training, or on-going training; and (7) marketing and general administrative expenses.

## ITEM 6
## OTHER FEES

| Type of Fee (Note 1) | Amount | Due Date | Remarks |
|---|---|---|---|
| Royalties | Year 1: $500 per production vehicle per month during the Franchise Agreement.<br><br>Year 2: $750 per production vehicle per month during the Franchise Agreement.<br><br>Year 3: $1,000 per production vehicle per month during the Franchise Agreement.<br><br>Year 4 and all years after that: $1,000 per production vehicle per month during the Franchise Agreement, plus adjustments for annual increases to the Index. See Note 3. | Royalties are payable monthly on the first day of each month, with the first payment to be made on the first day of the first full month after the date of the Franchise Agreement. | "Vehicle" is defined as any motorized vehicle operated by a BTDT Business that removes and transports trash from a customer's property. You must have at least one vehicle to operate the Franchised Business, but need not have any additional vehicles unless and until you deem necessary. (See Note 2 below, and Section 11.2 in the Franchise Agreement) |
| Advertising contributions and Administration Fees | Year 1: $1,200 per production vehicle per year.<br><br>Year 2: $1,800 per production vehicle per year.<br><br>Year 3: $2,400 per production vehicle per year.<br><br>Year 4 and all years after that: $2,400 per production vehicle per year, plus adjustments for annual increases to the Index. See Note 3. | Monthly installments are due on the 15th day of the month beginning in the month after the Franchise Agreement is signed. For each subsequent year under the Franchise Agreement, monthly installments begin on January 15. (See Note 2) | In each year, your level of contribution will be based on the royalties you must pay in that year.<br><br>We are also entitled to charge you reasonable administration fees in respect of managing the Advertising Fund.<br><br>(See Sections 5.3 and 11.3 in the Franchise Agreement) |
| Continuing assistance | Our cost of providing assistance | When invoiced | If – at your request - we provide on-site assistance or consultation under Section 2.2 of the Franchise Agreement. |
| Renewal Fee | The greater of $14,500 or 50% of our then-current initial franchise fee. | At renewal | See Section 1.5 of the Franchise Agreement. |

| Type of Fee (Note 1) | Amount | Due Date | Remarks |
|---|---|---|---|
| Transfer fee | The greater of $14,500 or 6% of the total value of the transfer transaction. | Upon a transfer | You must pay this fee if we approve a transfer under your Franchise Agreement. |
| Additional training, seminars and convention | For replacement training, $750 for each replacement individual trained. For seminars and conventions, our training and convention fees in effect at the time. | Before start of training or convention | You must pay us a training fee of $750 for each replacement trainee. In addition, you must attend and participate in management seminars and training and refresher courses we periodically conduct (not more than two courses each calendar year), and you must also attend our annual convention, if held. We are entitled to charge a reasonable fee for providing this training, seminars and convention. |
| Goods and supplies | Our price in effect when we receive your order | When incurred | You may purchase certain goods and supplies from us. |
| Product testing | Our cost of testing | When incurred | If you want to use an unapproved product or supplier. |
| Re-stocking charge | 10% of our invoiced price to you plus our cost of refurbishing and re-packaging | When goods are returned | If you return non-defective goods purchased from us. (See Section 7.2 of the Franchise Agreement) |
| Insurance | Our cost plus reasonable fee | When invoiced | If under the Franchise Agreement you fail to maintain your insurance and we maintain it on your behalf. (See Section 13.3 of the Franchise Agreement) |
| Maintenance and repair | Cost of maintenance or repair | Upon receipt of invoice | If you fail to properly maintain your Franchised Business, its contents and vehicles, we will have the right (but not the obligation) to effect maintenance or repair on your behalf. If we do so, you will have to reimburse us for our costs. (See Section 9.6 of the Franchise Agreement) |

| Type of Fee (Note 1) | Amount | Due Date | Remarks |
|---|---|---|---|
| Management fee | Reasonable management fee | Upon receipt of invoice | If the franchisee's principal becomes disabled or dies, or if you are absent, then we will have the right (but we won't be required) to manage your Franchise under Section 16.7 of the Franchise Agreement. |
| Creditor claims | Amount of claim | When invoiced | If we elect to pay your creditors under Section 7.3 of the Franchise Agreement. |
| Appraisal | Cost of appraisal | At closing of sale | If we elect to exercise our right to buy your business assets if the Franchise expires or is terminated, and we cannot agree on price. (See Section 15.2 of the Franchise Agreement). |
| Our costs and damages (including legal costs) | Our cost | When incurred | If after termination or expiration of the Franchise Agreement we obtain relief for the enforcement of any provisions of the agreement, or we successfully defend a claim you bring against us relating to entering into the Franchise Agreement, you must pay our damages, costs and expenses (including reasonable attorneys' fees). |
| Interest | 1.5% per month, up to the maximum rate permitted by law. | When incurred | If any payment is overdue, you must pay us interest in addition to the overdue amount. |
| Indemnification | Will vary under circumstances | When incurred | You must indemnify us against any third party claims arising from the operation of your business, as well as any breach of contract on your part, and also if you offer securities. |
| Uniforms | $300 - $500 | When incurred | Under the Franchise Agreement, you may choose to purchase certain products from us, including uniforms. |

(Please review this table together with the notes that follow below.)

Notes:

1. All fees are payable to us, uniformly applied to new system franchisees, and non-refundable. However, in some instances in which it was appropriate to do so, we have waived some or all of these fees for a particular franchisee.

2. You must pay your royalties and advertising contributions and administrative fees by ACH electronic fund transfer.

3. We have the right to adjust, for inflation, all fixed dollar amounts under the Franchise Agreement (except for the initial franchise fee and the royalty fee during the first three years of the Franchise Agreement) once a year. The term "**Index**" means the Consumer Price Index (1982 84=100; all items; CPI-U; all urban consumers) as published by the U.S. Bureau of Labor Statistics ("**BLS**"). If at any time the BLS no longer publishes the Index, then we have the right to designate a reasonable alternative measure of inflation to determine the Index.

## ITEM 7
## ESTIMATED INITIAL INVESTMENT

### YOUR ESTIMATED INITIAL INVESTMENT

| Type of Expenditure (Note 1) | Amount | Method of Payment | When Due | To Whom Payment is to be Made |
|---|---|---|---|---|
| Initial franchise fee (Note 2) | $29,000 to $45,200 | Lump sum | Upon signing Franchise Agreement | Franchisor |
| Premises rent and security deposit | See Note 3 | Lump sum | First of month | Landlord |
| Vehicles (Note 4) | $14,800 to $16,000 | Lump sum | When incurred | Supplier |
| Opening inventory of bins, equipment and supplies (Note 5) | $12,000 to $40,000 | Lump sum | When incurred | Suppliers |
| Initial training expenses (Note 6) | $2,400 | Lump sum | When incurred | Franchisor |
| Insurance and other prepaid expenses (Note 7) | $5,000 to $9,000 | Lump sum | When incurred | Suppliers |
| Licenses, legal and accounting fees (Note 8) | $2,000 to $5,000 | Varies | When incurred | Government or supplier |

| Type of Expenditure (Note 1) | Amount | Method of Payment | When Due | To Whom Payment is to be Made |
|---|---|---|---|---|
| Additional Funds (three months) (Note 9) | $7,000 to $10,000 | Varies | When incurred | Employees/others |
| **TOTAL (Note 10)** | **$72,200 to $127,600, plus real estate, if you choose to establish an office** | | | |

(Please review this table together with the notes that follow below.)

Notes:

Please note that we do not offer direct or indirect financing to you for any items. The availability and terms of financing from other sources will likely depend on factors such as the availability of financing generally, your creditworthiness, and the policies of lending institutions.

(1) Except as noted below none of the amounts shown in the Table are refundable under any circumstances. We do not offer direct or indirect financing for any part of the initial investment.

(2) The Initial Franchise Fee is discussed in detail in Item 5, including the circumstances under which a portion of the Initial Franchise Fee may be refundable. The Initial Franchise Fee must be paid when the Franchise Agreement is signed. The chart shows the range of Initial Franchise Fees that would be required for a Franchise with a Territory of between 100,000 and 530,000 persons. In the limited circumstances where a Territory is larger than 530,000 persons, the Initial Franchise Fee will be higher.

As also described in Item 5, if you enter into a Deposit Agreement, the $5,000 Deposit and any $500 Evaluation Period renewal fees you have paid us are applied towards payment of the Initial Franchise Fee. See Item 5 for details.

(3) You are not required under the Franchise Agreement to lease or rent an office or storage facility for your Franchised Business. As noted in Item 1, you may run your Franchised Business from an Office located in your home or another location that you may wish to use for that purpose. You do not have to lease separate space for your Office, and we assume that you will not do so. If you wish to rent or purchase office space, then you will incur costs in addition to those noted in the Item 7 chart. If you do not already have it, you will need storage space for bins, tools and vehicles. We cannot reasonably estimate your cost of acquiring this space if you choose to do so because it will vary considerably with the amount of space that you want and the geographic location and type of space you choose, though you should expect to potentially pay any or all of the following: lease deposit for first and last months' rent, security deposit, real estate brokerage fees, leasehold improvements, design and mechanical fees, deposits for phone and utilities and permits. If needed, outdoor storage space (generally about 4,000 square feet) for your vehicles can be leased in most areas for between $150 to $350 per month.

(4) We estimate that your cost of leasing a suitable truck for the Franchised Business, with the necessary towing equipment attached, will be $1,200 to $1,600 per month per vehicle. You

must have at least one vehicle to operate the Franchised Business, but need not have any additional vehicles unless and until you deem necessary. The chart shows the estimated cost of the down payment for one vehicle, plus the lease for that vehicle for one month before you open for business and for the first three months of operation (for a total of four months).

(5) The estimate in the chart is for the bins, equipment (including the computer system hardware and software and a mobile phone) and related supplies for the Franchised Business. A Territory of 250,000 persons or more will require a minimum of 10 bins. Bins cost between $3,000 and $3,500, depending on the configuration and size of bin selected. Bins may also be leased at a cost of approximately $110 per bin, per month.

(6) You should allow at least $1,200 per person for travel, lodging, food and other miscellaneous living expenses incurred during travel to and attending the initial training program. A Franchised Business can be operated as a one-person business, or you may choose to hire employees at the outset or as the Franchised Business grows. The amount in the chart reflects the costs and expenses you will incur in sending two individuals to training at our offices. As described in Item 5, there is no additional charge for your first three trainees. Otherwise, the initial training fee depends on the number of additional trainees you send to training and whether you wish initial training to be given on site at your premises. Your actual costs will vary, depending on the number of trainees you send to training, the distance to be travelled, your method of travel, your lodging choice, and your personal circumstances.

(7) The estimate is for the annual premium for the policies required under the Franchise Agreement. Insurance costs will vary depending upon factors such as the number of vehicles to be insured, your driving record, and the size and location of the Franchised Business. Your insurance obligations are more fully described in Item 8.

(8) Other than asking you to enter into the Deposit Agreement, we do not require any prepaid deposits, permits or licenses before you begin the operation of your Franchised Business but your particular locality may require a permit or license to perform the services of your Franchise or have other business licensing requirements. You are responsible for obtaining any permits or licenses as well as any other business licenses required in your locality. You should consult your lawyer or your municipal and provincial authorities about the specific legal requirements for payment of sales tax and business licenses and related types of expenses. These fees also include the estimated fees charged by your lawyer to review the Franchise Agreement and other documentation, to advise you, and to incorporate a business entity on your behalf to enter into the Franchise Agreement and the fees charged by your accountant and/or financial advisor.

(9) You will need additional capital to support on-going expenses, such as payroll and utilities, to the extent that these costs are not covered by sales revenue. New businesses often generate a negative cash flow. We estimate that the amount given will be sufficient to cover on-going expenses for the start-up phase of the business, which we calculate to be three months. This is only an estimate, however, and additional working capital may be necessary during this start-up phase and after.

(10) We relied on our experience in the waste removal franchising business to compile these estimates. They present a range of estimates that we consider reasonable based upon our experience. You may incur additional expenses when starting your business. The actual amount of additional funds you may need depends on a variety of factors, such as whether you extend credit terms to customers, or the time of year you start your business. Except as

specifically stated above, the estimates given may be subject to increases based on changes in market conditions, our cost of providing services and future policy changes.

The amounts you spend will vary from one location to another. Your actual costs will also depend on factors such as how well you follow the System, your approach to the Franchise, your management skills, experience, business acumen, general and local market conditions, the location of your Franchise, the rate of growth of your Franchise, the presence of any competition, prevailing wage rates, your personal living expenses, your salary, your debt, ongoing working capital requirements, accounts receivable financing or other costs and the level of sales obtained by you during the initial period of operating your Franchise (and the estimated initial investment and other estimates in this Disclosure Document do not take into account these factors).

We recommend that you obtain independent estimates from third-party vendors of the costs that would apply to your establishment and operation of a franchise and discuss the economic experience of opening and operating a franchise with our current and past BTDT Franchisees.

You should also review these estimates carefully with your business advisors before making any decision to purchase the Franchised Business. Finally, you are encouraged to visit existing BTDT Franchisees who may be willing to answer any questions you might have with respect to the estimates in this disclosure document.

## ITEM 8
## RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To insure that the highest degree of quality and service is maintained, you must operate the Franchised Business in strict conformity with the methods, standards, and specifications as we may periodically prescribe in the Manual or otherwise in writing.

Sources of Supply for Goods and Services

All bins, fixtures, furnishings, equipment, tools, vehicles, computer software and hardware, inventory, supplies, signs and other items used to operate your Franchised Business must be consistent with our specifications and standards for design, appearance, function, performance, reliability and serviceability, and our brand name requirements. Specifications, standards and brand requirements are included in our Manual and may also be provided by us periodically in other written communication to you in particular or to our BTDT Franchisees generally. We may modify these specifications, standards and requirements.

All products, supplies, equipment and signs which you use in your Franchised Business must be purchased only from us or from suppliers we have approved. All other items which you use in your Franchised Business may be purchased from any source of supply, as long as the items which you purchase conform to our standards, specifications and brand name requirements. If you fail to pay a supplier on time, the Franchise Agreement permits us to pay the supplier on your behalf, and if we do so then you must reimburse us upon demand. (Section 9.6 of the Franchise Agreement).

Currently the only item which we supply exclusively to the System is a Start-up Kit, which we will provide to franchisees before opening a Franchised Business. The cost of the Start-up Kit is

included in the Initial Franchise Fee. There may be other products, such as uniforms, business cards and vehicle decals that you may purchase from us if you wish. However, you are not required to purchase any products or supplies from us, as all are available from other approved suppliers. If we do supply other items in the future, we will notify you periodically of our prices and other terms of purchase for items, and we may change these at any time. Unless we agree with you in writing on different payment terms, you must pay for all items which you order from us upon delivery. While you may return for replacement or credit any defective item which you have purchased from us, we provide no other product warranty. You may return any non-defective item which you purchased from us, but you must pay us for our cost of refurbishing and re-packaging the item, plus a re-stocking charge (Section 7.2 of the Franchise Agreement).

We will provide you periodically with lists of other approved suppliers of bins, other products, supplies, equipment and signs. We base our approval of a supplier on its ability to supply specifically branded goods or other goods of the quality and in the quantities we require, and on its pricing policy, credit terms and marketing support. If you propose to purchase or lease any bins, other products, supplies, equipment or signs from an unapproved source, then you must first notify us and provide us with information for review to determine whether the items meet our specifications and standards. We will advise you within a reasonable time whether such items meet our specifications and standards. Although the Franchise Agreement does not require that we notify you of our approval or disapproval of a supplier within a specified time, we estimate that we will be able to notify you of approval or disapproval within 30 days after receipt of your written request. We have the right to charge you for our actual costs and time involved in such review and evaluation.

On behalf of Franchisees, we negotiate one or two-year supply contracts with most of the significant suppliers to the System, based on our projection of system-wide purchase volumes during the term of the supply contract. There are no purchasing or distribution co-operatives. We take no responsibility nor are we liable for any dealings you have with any supplier nor are we liable for any default or delay in a supplier's delivery of any products or services. We have the right to designate or appoint only one supplier (who may be us) for any particular item (including but not limited to distribution of vehicles, equipment, inventory, and supplies for Franchise, and other items).

We estimate that your product purchases from approved suppliers and according to our specifications will represent approximately 100% of your total product purchases in establishing the Franchised Business, and approximately 100% in the continuing operation of the Franchised Business.

We may receive commissions, rebates, discounts or similar benefits from suppliers as a result of their supplying goods and services to the BTDT Franchisees. The Franchise Agreement permits us to keep these, and we do so. We or our affiliates currently receive Allowances from suppliers in an amount up to 5% of franchisee purchases of bins. We retain these payments to partially compensate us for our ongoing efforts in establishing and maintaining quality sources of supply, in evaluating potential new suppliers, and in monitoring and evaluating approved suppliers and upstream manufacturers to ensure that those suppliers and manufacturers meet our quality and performance standards. None of our affiliates are approved suppliers of any of the items that you must purchase. We do not participate in any purchasing or distribution cooperatives.

Except as described in this Item 8, we do not provide any material benefits to you based on your use of designated or approved suppliers.

None of our officers owns an interest in any companies that are vendors or suppliers to the BTDT Franchises.

We are not currently selling any items to our franchisees except for certain replacement items (such as a replacement Manual). We may sell other items or products to our franchisees in the future. We will derive revenue from any purchases you make from us. During our fiscal year ended December 31, 2016, we received $6,160 from franchisee purchases of products or services, which represented less than 1% of our total revenues of $1,658,889.

Computer System

You must buy (or lease) and maintain a computer system. More detailed information concerning the computer system can be found in Item 11 of this disclosure document under the heading "Computer Systems and software." In general terms, you must obtain a computer system that will consist of certain hardware and software items and peripheral devices (such as printers).

Insurance

You must maintain in full force and effect at your expense and provide us with evidence of such insurance coverage as we may require from time to time, including the insurance coverage required by us as required in Section 13 of the Franchise Agreement.

In addition, before you open for business, you must purchase insurance coverage from a responsible carrier and you must keep an insurance policy in force during the term of your Franchise Agreement. If you fail to do so, we may (but without any obligation to do so) obtain the necessary insurance for you and keep the same in force and effect, and you must pay us, on demand, all premiums charged for the policies of insurance. Under the Franchise Agreement, you must obtain: (a) $1,000,000 comprehensive general liability insurance, combined single limit, and you must name us as an additional insured on such policy of insurance and ask your carrier to give us a certificate of insurance as evidence of this coverage before you complete initial training; (b) $2,000,000 motor vehicle liability coverage, single limit on each owned, non-owned or hired vehicle which you will use, and you must name us as an additional insured and ask your carrier to give us a certificate of insurance as evidence of this coverage before any vehicle is put into use; (c) business interruption insurance in the amounts require; and (d) other insurance required by us or your state or location. (Section 13 of the Franchise Agreement).

We may designate one or more insurers from whom you must purchase the above insurance. If we implement a group insurance plan for any insurance, you must participate in that plan.

## ITEM 9
## FRANCHISEE'S OBLIGATIONS

**This table lists your principal obligations under the franchise 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(s) in Franchise Agreement | Disclosure Document Item(s) |
|---|---|---|---|
| a. | Site selection and acquisition/lease | 1.1 | 8 and 11 |
| b. | Pre-opening purchases/leases | 11 | 5, 7, and 8 |
| c. | Site development and other pre-opening requirements | 1.1 and 6 | 8 and 11 |
| d. | Initial and ongoing training | 3 | 11 |
| e. | Opening | 14.2 | 11 |
| f. | Fees | 11 | 5 and 6 |
| g. | Compliance with standards and policies/Operating Manual | 9 | 8, 11, and 14 |
| h. | Trademarks and proprietary information | 12 | 13 and 14 |
| I. | Restrictions on products/services offered | 7 | 5, 8, and 16 |
| j. | Warranty and customer service requirements | 9 | 16 |
| k. | Territorial development | 10 | 12 |
| l. | Ongoing product/service purchases | 6 and 7 | 8 |
| m. | Maintenance, appearance and remodeling requirements | 9 | 8 |
| n. | Insurance | 13 | 7 and 8 |
| o. | Marketing | 5 | 6, 8, and 11 |
| p. | Indemnification | 17 and 18 | Not Applicable |
| q. | Owner's participation/ management/staffing | 10 | 15 |
| r. | Records/reports | 7.4 and 9 | 6 |
| s. | Inspection/audits | 9 | 6 and 11 |
| t. | Transfer | 16 | 17 |
| u. | Renewal | 1 | 17 |
| v. | Post-termination obligations | 15 | 17 |
| w. | Non-competition covenants | 8 | 17 |
| x. | Dispute resolution | 14 | 17 |
| y. | Taxes/permits | 9.4 | 1 |

| | Obligation | Section(s) in Franchise Agreement | Disclosure Document Item(s) |
|---|---|---|---|
| z. | Other (Personal Guarantee) | Exhibit E | 15 |
| aa. | Other (Security Agreement) | Exhibit B | 1 and 15 |

## ITEM 10
## FINANCING

Neither we nor any agent or affiliate offers direct or indirect financing to you, guarantees any note, lease or obligation of yours, or has any practice or intent to sell, assign or discount to a third party all or part of any financing arrangement of yours.

## ITEM 11
## FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

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

Pre-opening Obligations

We are required by the Franchise Agreement to provide certain assistance and service to you.

1. Territory and Premises: We will designate the area of your operating territory before you sign the Franchise Agreement (See Exhibit B of Schedule "C" to the Franchise Agreement). If you select a premises for your BIN THERE DUMP THAT office within your Territory, we will approve it if it meets the standards in our Manual.

2. Initial Supplies: We will also provide you with advice and guidance concerning selection and purchasing or leasing of the equipment, vehicles, tools, opening inventory, supplies and uniforms which you will need to open your Franchised Business (See Section 2 of the Franchise Agreement). In addition, we will provide you with a Start-up Kit before you open for business.

3. Initial Training: We will provide you with initial training as specified below in this Item 11 under the heading "Training."

4. Manual: When you successfully complete training and set up your "Bin Tracker" account, we will provide you with access to our confidential Manual (Section 4 of the Franchise Agreement), which is stored within the Bin Tracker dashboard. We update the Manual periodically to reflect changes to our standards, our specifications, and our operating procedures, policies and rules. You may not copy the Manual, nor may you disclose any part of the Manual to anyone except authorized employees. You must return any physical copies of the Manual to us when your Franchise Agreement expires or terminates.

Except as listed above, we are not required by the Franchise Agreement to furnish any other service or assistance to you before the opening of your Franchised Business.

Continuing Obligations

We are required by the Franchise Agreement to provide certain assistance and service to you.

During the operation of your Franchised Business, we will provide you with the following assistance, without additional charge except where noted:

1. Advertising: The Franchise Agreement permits us to engage in national and regional advertising and promotion of the System (Section 5 of the Franchise Agreement). Details regarding our advertising program can be found below in this Item 11 under the heading "Advertising."

2. Additional Training: During the term of the Franchise we may provide additional or refresher training courses or programs. Attendance at additional or refresher training courses is mandatory only if the course or program deals with a significant change which we introduce to our system, such as a new product, technique or concept, or with some significant external change to the market or applicable law. In addition to such continuing training we may require you and your personnel to attend at least one convention or continuing education seminar in each calendar year (Section 3.2 of the Franchise Agreement).

3. Specifications and Suppliers: Through our operations Manual we may provide you with our standards and specifications for fixtures bins, furnishings, equipment, tools, inventory, supplies, signs and other items which you use to operate your Franchised Business, and other products, supplies, equipment and signs (Section 7 of the Franchise Agreement). We update this information periodically as needed to reflect changes to specifications, standards and suppliers.

4. Advice and Guidance: During the term of the Franchise, we will provide you with advice and guidance we reasonably believe you may require regarding: purchasing equipment, goods and services, implementing system promotions and approved local advertising and promotional programs, general operating procedures, and advice on new features, techniques, technology and operational matters which we may develop (Section 2 of the Franchise Agreement).

5. System Developments: During the term of the Franchise, we may develop and adopt new techniques, new procedures, new standards and specifications, new products and services and new trademarks, and may make other changes to the System (including our Manual), and if we do so we may require you to implement these changes in your business at your expense (See Section 4 of the Franchise Agreement).

* * *

Neither the Franchise Agreement nor any other agreement, requires us to provide any other assistance or services to you during the operation of your Franchise.

Site Selection

Under the Franchise Agreement, you are not required to establish an Office. You are responsible for obtaining at your own expense any zoning change, premises lease, license or permit needed to operate your Franchised Business and relevant to the location you select for your Office.

We estimate that the time period between the signing of the Franchise Agreement and the start of operations will be approximately 60 to 90 days. The following factors may affect the length of time between signing the Franchise Agreement and opening the Franchised Business: the training schedule, your ability to obtain necessary financing, any local requirements for permits or licenses and your ability to complete our recommended pre-training agenda. You must have the Franchised Business open and operating within 90 days after you sign the Franchise Agreement. Failure to do so is a default for which we will have the right to terminate the Franchise Agreement.

Training

We will provide you with a program of mandatory initial training at our office at no additional charge under the Franchise Agreement for up to three individuals. You must send at least one individual to the initial training program, and may elect to send more than three individuals to attend the initial training program, but you must pay a fee to do so. See Item 5 of this disclosure document, under the heading "Initial Training Fee" for further details. In all cases, you are responsible for travel, room and board expenses of your personnel who attend training. (Franchise Agreement, Section 3.1)

Initial training takes up to five business days and is given on the dates we specify at our headquarters in Mississauga, Ontario or at another location which we designate. Instead of training your personnel at our office, at your request, we may provide the initial training on-site at your premises, provided that you pay all of our costs associated with such training. Franchisees must successfully complete training to our satisfaction. The initial training program must be successfully completed before you may open for business. There may be certain topics of responsibility and obligations for Franchisees that are not covered during the initial training program. This additional training is provided after the initial training program, and instructional materials are provided in the Manual.

**TRAINING PROGRAM**

| Subject | Hours Of Classroom Training | Hours Of On-The-Job Training | Location |
|---|---|---|---|
| Sales information | 2 | 1 to 2 | At TFI's head office in Mississauga, Ontario or at another location that we designate |
| Marketing and advertising | 2 | 1 to 2 | " |

| Subject | Hours Of Classroom Training | Hours Of On-The-Job Training | Location |
|---|---|---|---|
| Pricing | 1 | 1 | " |
| Sales and presentation | 1 | 1 | " |
| Organization and inventory control | 2 | 1 | " |
| Products, ordering and shipping | 0 | 1 | " |
| Bin Delivery and Pick-Up technique | 2 | 6 | " |
| Commercial business information | 2 | 2 | " |
| Field training and safety | 1 | 4 to 5 | " |
| **Total** | 13 | 20 to 23 | |

Our initial training program will be conducted under the supervision of Michael Kernaghan. Mr. Kernaghan has been our President and a member of our Board of Mangers since December 2010 and our Chief Executive Officer since April 2011. Mr. Kernaghan has more than 28 years of training experience with us and with the subjects taught in the initial training program.

The following individuals will also provide instruction during the initial training program:

Mark Crossett - Mr. Crossett has been a member of our Board of Managers since December 2010. Mr. Crossett has more than 14 years of training experience with us and with the subjects taught in the initial training program.

John Ferracuti - Mr. Ferracuti has been our Chief Operating Officer since January 2016 and was our Vice President and General Manager from April 2011 to January 2016. Mr. Ferracuti has more than seven years of experience with us, and more than 12 years of training experience with the subjects taught in the initial training program.

Dave Karpinski - Mr. Karpinski has been our Material Manager since December 2010. Mr. Karpinski has more than 26 years of training experience with us and with the subjects taught in the initial training program.

Mike Pocrnic - Mr. Pocrnic has been our Vice President of Finance and Administration since April 2011. Mr. Pocrnic has more than seven years of experience with us, and more than 15 years of training experience with the subjects taught in the initial training program.

Greg Yon – Mr. Yon has four years of experience with us and over 22 years of experience with the subjects taught in the initial training program.

We run our initial training program on an on-going basis and we schedule the program depending upon demand. Our instructional materials for our training program include the Manual, videos and presentation slides.

After the initial training, we will be available to assist you by phone or e-mail (reasonable business hours when possible). We may also require you and your personnel to attend and participate at your cost in management seminars and training and refresher courses from time to time. In addition, we may require you and your personnel to attend at least one convention in each calendar year, at your cost.

Advertising

The Franchise Agreement permits us to engage in national and regional advertising and promotion of the System. We do not have any advertising cooperatives. We have established a national advertising fund (the "**Advertising Fund**"), and throughout the term of your Franchise Agreement, the Advertising Fund will formulate, develop, produce and conduct advertising and promotional programs, which may include television and radio commercials, toll-free telephone numbers, special promotions, merchandising materials, billboards, promotional items and similar advertising and promotional materials. We may also hire a national, regional or local advertising agency when we consider it appropriate. We will have the right to determine the media selection and its advertising content. (Section 5.1 of the Franchise Agreement) We also reserve the right to require you to participate in any toll free telephone service ("**Toll Free Service**") we may periodically implement, which Toll Free Service will be paid for by the Advertising Fund. If we implement a Toll Free Service on behalf of our Franchisees and the System, you must market the Toll Free Service in all of the marketing and promotional literature advertising your Franchise, and in each case according to the instructions set out in the Manual.

To help to defray our cost of producing these advertising and promotional programs, you must pay us advertising contributions equal to 20% of the royalties that you must pay to us in each year (See Part B, Item 2 of this Disclosure Document). We will administratively segregate your advertising contributions on our books, along with similar contributions from our other franchisees, to form the Advertising Fund, which we will use us to pay for the cost of these advertising and promotional programs. The Advertising Fund is intended to maximize general public recognition and patronage of the Marks in the manner we determine to be most effective, and we undertake no obligation to ensure that any franchisee benefits directly or pro rata from the placement of this advertising. None of the amounts collected or held by the Advertising Fund will be used for marketing that is principally a solicitation for the sale of franchises. We do not currently have any company-owned BTDT Businesses in the United States, but our currently policy is that any U.S.-based company or affiliate-owned BTDT Businesses will contribute to the Advertising Fund on the same basis as our Franchisees. We will reimburse ourselves from the Advertising Fund for our administrative and overhead expenses of conducting this advertising and promotion, and of administering the Advertising Fund. (See Sections 5 and 11 of the Franchise Agreement).

All contributions belong to the Advertising Fund; they are not our asset. We are not required to have an independent audit of the Advertising Fund completed. We will make available an unaudited statement of contributions and expenditures for the Advertising Fund 60 days after the close of our fiscal year to Franchisees that make a written request for a copy. With respect to the maintaining, operating, or administering the Advertising Fund, we are not a trustee or fiduciary and assume no other direct or indirect liability or obligation to you.

Upon request, we will make available to you an annual accounting of the receipts and disbursements of the Advertising Fund. We will be entitled to charge the Advertising Fund reasonable administration fees for our services in administering the Advertising Fund in an amount that we determine, so long as these fees are competitive with fees for comparable services then generally charged by advertising agencies or consultants in the market. All decisions regarding the scope and content of the programs of the Advertising Fund and the selection of the media and advertising content will be in our discretion.

During our fiscal year ended December 31, 2016, the expenditures of the Advertising Fund were as follows: 29% on website marketing and administration; 34% on sales support training; and 37% on production and placement of advertising. We do not have any advertising councils.

You are not required to participate in a local or regional advertising cooperative or any other advertising fund(s).

You must use your best efforts to promote and increase the demand for the products and services being distributed by the System, at your own cost and expense (which will be in addition to your required contribution to the Advertising Fund).

Before you may use any proposed advertising plans and promotional materials, you must first submit them to us for our review and our prior written approval. Once submitted, if we have not given you our written approval within 30 days, then the proposed plans or materials will be deemed disapproved. You may not engage in any unapproved advertising or promotion of the Franchised Business (including media interviews or using unapproved coupon or other promotional schemes), nor may you use any unapproved advertising or promotional materials. All of your advertising and promotion must be completely factual and must also conform to the highest standards of ethical advertising. You may not engage in any business or advertising practice that may be injurious to our business, the goodwill associated with the Marks, or the business of other System franchisees.

Online Sites

You may not use any Online Site without our prior written approval.

As used in the Franchise Agreement, the term "**Online Site**" means one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including, but not limited to, the Internet, World Wide Web, webpages, microsites, social networking sites (e.g., Facebook, Twitter, LinkedIn, You Tube, Google Plus, Pinterest, etc.), blogs, vlogs, applications to be installed on mobile devices (e.g., iPad or Droid apps), and other applications, etc. and that refers to the Franchised Business, Marks, us, or the System. In connection with any Online Site, the Franchise Agreement provides that you may not establish an Online Site, nor may you offer, promote, or sell any products or services, or make any use of the Marks, through the Internet without our prior written approval. However, our current policy is to include information our franchisees in our Online Site, and not allow our franchisees to have their own Online Sites. If we ever do give our consent to your use of an independent Online Site, then as a condition to granting consent, we will have the right to establish any requirement that we deem appropriate.

Computer Systems and Software

You must purchase certain hardware computer equipment (such as a personal computer or small business workstation, with a monitor and printer) and use the software (such as word processing, accounting and connectivity software) we specify. We currently estimate the cost of purchasing the required computer hardware and software to range from $3,000 to $4,000. We may also require you to have internet access available during all hours of operation, and, when possible, to use a high-speed broadband internet connection. You must afford us unimpeded access to your computer system and required software, in the manner, form, and at the times we request, and must install such software and do such things to effect this requirement as we may require. There is no contractual limitation on our right to receive this information.

We will have the right to require you to maintain, upgrade, or replace your computer system hardware, or software at your expense or to participate in any Toll Free Service we implement, which service will be paid for by the Advertising Fund. We have no obligation to assist you in obtaining hardware, software or related services, and there are no contractual limits on the frequency or cost of your obligations to obtain these upgrades. We currently estimate the annual cost of maintaining, updating, upgrading your computer system, and obtaining support, to range from $400 to $600 per year.

You may, but are not required to, choose to use certain management system software called "BinTracker" developed by a third party for the operation of a BTDT Business. If so, you must pay all applicable ongoing annual fees for support services to the applicable third party vendor of that software. These fees are not typically refundable under any circumstances.

Manual

The table of contents of the Manual is attached as Exhibit G. There are 273 pages in our Manual.

## ITEM 12
## TERRITORY

Franchise Agreement

Under the Franchise Agreement, we grant you a specific geographical service territory ("**Territory**") in which you will receive protected rights. You are not required to operate the Franchised Business from a specific location or a location that we approve. You will not receive an "exclusive" territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. While continuation of your rights as a franchisee depends on your not being in default under the Franchise Agreement, it does not depend on your attaining or maintaining any specific level of sales, market penetration, other performance criteria or other condition. In addition, the following is a description of our policy under what circumstances your rights may be altered.

Our policy is to ask a prospective franchisee for suggestions for a Territory before the franchisee signs the Franchise Agreement. However if we cannot agree with you on the boundaries of your Territory, then we will unilaterally set your Territory boundaries. Territory boundaries are based upon factors such as the proximity of other Bin There Dump That

franchisees, population density and demographics, projected growth, market statistics and the competition. The precise boundaries of your Territory will be described in Exhibit B to the Franchise Agreement. The minimum-sized Territory you will receive under the Franchise Agreement will be an area with a population of 100,000 people, as that population is determined by the most recent U.S. census (available at www.census.gov). You may conduct your Franchised Business only within your Territory.

If you are in full compliance with your Franchise Agreement, we will not operate or grant to anyone else the right to operate a Bin There Dump That Franchise to service residential or commercial property within the Territory.

You will maintain rights to your Territory even if the population in your Territory increases. You may operate from your home if local zoning permits or from any existing business premises.

We and our affiliates retain the right, among others:

- to use, and to license others to use, the Marks and System for the operation of Franchises at any location other than in the Territory. Except as otherwise specifically provided in the Franchise Agreement, the Franchise Agreement will not restrict us or our affiliates, or grant any rights to you, with respect to the pursuit of any business concept other than the System or distribution outlets (other than through BTDT Franchisees), or by Internet commerce (e-commerce) or otherwise, whether inside or outside the Territory;

- to use the Marks and the System in connection with the provision of other services and products or in alternative channels of distribution, without regard to location;

- to use and license the use of other proprietary marks or methods of doing business which are not the same as, or confusingly similar to, the Marks, whether in alternative channels of distribution or in the operation of waste removal and disposal services, at any location (including within the Territory), which may be the same as, similar to or different from our Franchises;

- to acquire and operate any business of any kind (or to be acquired, and have the buyer operate any business of any kind), whether located within or outside the Territory regardless of such business' proximity to your Franchised Business or its actual or threatened impact on sales at your Franchised Business.

You may not advertise for (or attempt to solicit) customers outside your Territory without our prior written consent. You cannot provide services outside your Territory unless there is no other BTDT Franchisee in that territory. If you receive a request for services or products from outside your Territory, you must refer that request to the BTDT Franchisee in that territory. If there is no BTDT Franchisee in that territory, you may perform the requested work, provided that you agree to assign or transfer the customer to any new BTDT Franchisee who may be established in that other territory where the customer is located.

There are no circumstances under the Franchise Agreement that permit us to modify your territorial rights during the initial term of your Franchised Business so long as you stay in compliance with the terms of your Franchise Agreement.

The Franchise Agreement does not grant you any options, rights of first refusal or similar rights

to acquire additional territorial rights.

Neither we nor any affiliate has established or has any present plan to establish other franchises or company-owned outlets or other channels of distribution selling or leasing similar products or services under a different trademark.

## ITEM 13
## TRADEMARKS

We grant you the right to use the Marks under the Franchise Agreement. Our parent, TFI, owns the following trademark that has been registered on the Principal Register of the United States Patent and Trademark Office ("**USPTO**"):

| Mark | Registration No. | Registration Date |
|---|---|---|
| BIN THERE DUMP THAT | 3,097,307 | May 30, 2006 |
| BIN THERE DUMP THAT and Design | 4,374,392 | July 30, 2014 |

All required affidavits of use and affidavits of incontestability have been filed, when due. All trademark registrations and applications are owned by our parent, TFI, which has granted us the right to use and franchise the Marks. On February 1, 2011, TFI licensed to us the use of the Marks (the "**License Agreement**"). Under the License Agreement, TFI granted us a non-exclusive perpetual right to use, and to license others to use, the Marks for the purpose of operating and franchising BTDT Businesses. If the License Agreement is terminated, you may be required to discontinue use of the Marks and we will specify other marks for you to use in the operation of your Franchised Business.

There are no currently effective material determinations of the USPTO, the trademark trial and appeal board, the trademark administrator of any state, or any court, and no pending infringement, opposition, or cancellation proceeding, or any pending material litigation, involving the Marks. Other than our License Agreement with TFI (described above), no agreement significantly limits our rights to use or license the Marks in any state in a manner material to the franchise, and we know of no superior prior rights or infringing uses that could materially affect your use of the Marks in any state.

You must promptly notify us of any unauthorized use of the Marks, any challenge to the validity of the Marks, or any challenge to our ownership of, right to use and to license others to use, or your right to use, the Marks. We have the right to direct and control any administrative proceeding or litigation involving the Marks, including any settlement. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks. We will defend you against any third party claim, suit, or demand arising out of your use of the Marks. If we determine that you have used the Marks in compliance with your agreement, we will bear the cost of defense, including the cost of any judgment or settlement, as well as your out of pocket costs (except that you will bear the salary costs of your employees). If we determine that you have not used the Marks in compliance with your agreement, you must bear the cost of defense, including the cost of any judgment or settlement, and you must promptly reimburse us for those amounts. If there is any litigation due to your use

of the Marks, you must execute all documents and do all things as may be necessary to carry out a defense or prosecution, including becoming a nominal party to any legal action.

Under the Franchise Agreement, we have the right to require you to modify or discontinue your use of any Marks we may specify, and to use the additional or substitute trademarks we may specify. If this happens, we will reimburse you for your reasonable out-of-pocket costs, if any, of complying with our request, but we will not be liable for any other costs, expenses or damages you incur as a result of our decision to modify or discontinue use of the Marks. To receive reimbursement you must have notified us immediately when you learned about the infringement or challenge and have used the Marks only according to the Franchise Agreement.

You understand that there is always a possibility that there might be one or more businesses similar to your BIN THERE DUMP THAT franchise operating in or near the area(s) where you may do business or otherwise, using a name and/or marks similar to ours and with superior rights to such name and/or marks. We strongly urge you to research this possibility, using telephone directories, local filings and other means, before signing the Franchise Agreement, any other documents, or expending or paying any sums or making any commitments and you understand that if you fail to do so, you may be at risk.

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

Patents

No patents are material to the operation of your Franchised Business.

Copyrights

We (or our affiliates, in some cases) claim copyright protection covering various materials used in our business and the development and operation of BTDT Businesses, including the Manual, marketing and promotional materials, and similar materials. We have not registered these materials with the United States Registrar of Copyrights but we are not required to do so.

There are no currently effective determinations of the United States Copyright Office or any court, nor any pending litigation or other proceedings, regarding any copyrighted materials. No agreement limits our rights to use or allow franchisees to use the copyrighted materials. We do not know of any superior prior rights or infringing uses that could materially affect your use of the copyrighted materials. No agreement requires us to protect or defend our copyrights or to indemnify you for any expenses or damages you incur in any judicial or administrative proceedings involving the copyrighted materials. No provision in the Franchise Agreement requires you to notify us of claims by others of rights to, or infringements of, the copyrighted materials. If we require, you must immediately modify or discontinue using the copyrighted materials. Neither we nor our affiliates will have any obligation to reimburse you for any expenditures you make because of any discontinuance or modification.

Confidential Information

Confidential information includes all information, data, knowledge, techniques and know-how we designate or treat as confidential and includes any and all Manuals, computer software or

programs, training materials, operational videos, marketing programs, franchise rosters, franchisee lists, and any other materials designated or treated by us as confidential. You may not, at any time during or after the term of the Franchise Agreement, disclose, copy or use any confidential information except as we specifically authorize.

If we ask, you must have your personnel who receive or will have access to confidential information sign covenants not to divulge the confidential information or use it for their own benefit. If you are a corporation or other business entity, your shareholders, members and/or owners must also abide by these covenants by signing the Franchise Agreement. If we ask, your employees who have access to your password and log-in name for our Intranet must sign a confidentiality agreement agreeing to not disclose this information.

Under the Franchise Agreement, if you develop any new product, concept, technique, process or improvement in the operation or promotion of your business, you must promptly notify us and provide us with all necessary information free of charge. You must acknowledge that we may provide the information to other BTDT Franchisees for use in their Franchises (Section 8.3 of the Franchise Agreement).

Confidential Manual

In order to protect our reputation and goodwill and to maintain high standards of operation under our Marks, you must conduct your Franchised Business according to the Manual. You will have access to our Manual for the term of the Franchise Agreement.

You may not, without our prior written consent, disclose the contents of the Manual to any person, except to your authorized employees (and then only in circumstances which ensure confidentiality) for purposes related solely to the operation of the Franchised Business. You also must not reprint or reproduce the Manual in whole or in part for any purposes except in connection with instruction of your employees in the operation of the Franchised Business.

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

Each of you and your principals (if you are a corporation, LLC, or other entity) must diligently and fully fulfill your respective obligations under the Franchise Agreement in every manner and must not engage in any other business or activity apart from the Franchised Business without first obtaining our prior written consent. You must devote the majority of your time and attention to operating your Franchised Business, and you must ensure that the Franchised Business is always under your direct, on-premises supervision or under a trained and competent manager who has completed our training program and who is otherwise acceptable to us. You must keep us informed at all times of the identity of the manager. A manager need not have an equity interest in the Franchise, but will have to agree to be bound by the same confidentiality and restrictive competition covenants as the Franchise owners.

If two or more persons are the Franchisee or the Principals, their obligation and liability to us will be joint and several (See Section 10 of the Franchise Agreement).

If you are a corporation, limited liability company, partnership, limited liability partnership, or other form of entity, then each of your principals ("**Principal**"), and the interest of each Principal

in the Franchisee, must be identified in Exhibit D of the Franchise Agreement. Each present and future Principal (including the shareholders of a corporate Franchisee, members member of a limited liability company Franchisee, partners in a partnership or a limited liability partnership Franchisee) must jointly and severally guarantee your performance under the Franchise Agreement by executing the Guarantee in the form attached to the Franchise Agreement as Exhibit E.

You and your Principals must enter into a general security agreement in the form attached to the Franchise Agreement as Exhibit B (the "**Security Agreement**") at the same time you sign the Franchise Agreement. The Security Agreement grants us a security interest in the property and proceeds of the Franchised Business, including the equipment, motor vehicles, inventory and accounts receivables ("**Collateral**") of the Franchised Business. The security in the Collateral created under the Security Agreement may be subordinate to any security granted by you and/or the Principals in connection with bank financing for the opening of the Franchised Business or the operating line of credit for the Franchised Business but shall not be subordinate to any security interest granted by you to any landlord or any other person, firm, corporation or entity.

## ITEM 16
## RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell only the goods and services which conform to our standards and specifications. You must offer the goods and/or services that we designate as required for all BTDT Franchisees. The Franchise Agreement prohibits you from using, offering or selling any goods or services which we have not authorized or approved for use or sale by a Franchise. The Franchise Agreement places no other restrictions or conditions on the types of goods and services which you may sell or that limit your access to customers. We may change the authorized services and/or products that we require you (and all or some franchisees) to offer by either adding additional services and/or products or deleting products and/or services, or both. Our right to make changes is limited only by our obligation to exercise reasonable business judgment in making modifications. If we make any changes we will notify you. We have no plans to make significant changes in the future.

You must maintain the highest standards of quality and workmanship in order to provide the highest quality service to your customers. We may specify particular performance standards in our Manual, by bulletin, or otherwise in writing. We can, and expect to, modify our standards as we deem necessary. We will notify you, in writing, of any changes to the standards or the Manual.

## ITEM 17
## RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

### THE FRANCHISE RELATIONSHIP

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

| | Provision | Franchise Agreement Section | Summary |
|---|---|---|---|
| a. | Length of the franchise term | 1.1 | 10 years from date Franchise Agreement signed. |
| b. | Renewal or extension of the term | 1.6 | One additional renewal term of 10 years if you meet certain conditions. |
| c. | Requirements for you to renew or extend | 1.6 | 9 months' prior written notice (but not more than 12 months' notice); purchase or lease new equipment; full compliance with Franchise Agreement; upgrade to current standards; pay all accounts; re-training if we require; sign new Franchise Agreement; pay renewal fee; release your claims against us and our affiliates.<br><br>If you seek to renew your franchise at the expiration of the initial term, you may be asked to sign a new form of franchise agreement that contains terms and conditions materially different from those in your original franchise agreement, such as different fee requirements and territorial rights. |
| d. | Termination by you | 1.2 | If you, after exerting your best efforts, cannot obtain the requisite governmental approvals, permits and certificates. |
| e. | Termination by us without cause | Not Applicable | |
| f. | Termination by us with cause | 14 | See g. and h. of this Table for meaning of "cause". |
| g. | "Cause" defined – curable defaults | 14 | See Sections 14.2(f) and all other defaults not specified in Sections 14.1 and 14.2 of the Franchise Agreement. |

| | Provision | Franchise Agreement Section | Summary |
|---|---|---|---|
| h. | "Cause" defined - non-curable defaults | 14 | Bankruptcy, abandonment, conviction of felony, and others; see Sections 14.1 and 14.2 of the Franchise Agreement. (Under the U.S. Bankruptcy Code, we may be unable to terminate the agreement merely because you make a bankruptcy filing.) |
| I. | Your obligations on termination/ nonrenewal | 15.1, 15.2 | Obligations include: stop using Marks and System; stop operating the Franchised Business; pay amounts due us; pay all trade creditors; return manual, confidential materials, training aids, customer lists, other loaned material, and business records, software, brochures, etc.; cancel all assumed names and assign telephone numbers, de-identify, pay accelerated royalty. |
| j. | Assignment of contract by us | 16.1 | No restrictions on our right to assign. |
| k. | "Transfer" by you - defined | 16.2 | Includes: transfer of any interest in Franchise Agreement; transfer of any interest in franchisee by anyone owning any part of franchisee; change of effective control of franchisee. If we consent to a transfer you are not released from your obligations. |
| l. | Our approval of transfer by you | 16 | We have the right to approve all transfers and will not unreasonably withhold our approval. |
| m. | Conditions for our approval of transfer | 16.3, 16.4 | Includes: transferee qualified, trained and not in competing business; new Franchise Agreement; pay transfer fee; owners of corporate or partnership transferee must guarantee obligations; release your claims against us. |
| n. | Our right of first refusal to acquire your business | 16.6 | We have right for 30 days to match any offer to purchase your franchise or any ownership interest in franchisee. |
| o. | Our option to purchase your business | 15.2 | We have 30 days after termination or expiry to buy any of your equipment, supplies, signs, etc. for fair market value (but no payment for goodwill) as agreed or appraised; you pay for the appraisal. |

| | Provision | Franchise Agreement Section | Summary |
|---|---|---|---|
| p. | Your death or disability | 16.7 | Deceased or disabled owner must transfer interest to heirs or approved third party within 90 days. Conditions listed in m. of this Table apply. If heirs of deceased owner not qualified to operate business then executor has a reasonable time to dispose of deceased's interest in franchise. Pending disposition we can operate business for your account. |
| q. | Non-competition covenants during the term of the franchise | 8.1, 8.2 | No involvement in competing business, no diverting business to competitor, no soliciting our employees or another franchisee to leave job, no disclosing of confidential information. |
| r. | Non-competition covenants after the franchise is terminated or expires | 8.2 | For two years: no interest or involvement in similar business or franchising of similar business within the Territory or 2 miles of any territory licensed to any other BTDT Franchisee in the United States and Canada. |
| s. | Modification of the agreement | 18.5 | No modifications generally unless both parties agree in writing. We can modify System and Manual. |
| t. | Integration / merger clause | 18.5 | Only the terms of the agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. |
| u. | Dispute resolution by arbitration or mediation | 18.10 | Before bringing an action in court, the parties must first submit the dispute to non-binding mediation (except for injunctive relief). See Note 1 below. |
| v. | Choice of forum | 18.9 | If we ever litigate, you must do so in the federal or state court with jurisdiction over New York County, New York or the place where our principal US office is located at the time the suit is filed (subject to state law). |
| w. | Choice of law | 18.8 | New York (subject to state law). |

Notes:

1) In addition to the provisions noted in the table above, the Franchise Agreement contains a number of provisions that may affect your legal rights, including a waiver of a jury trial, waiver of punitive or exemplary damages, and limitations on when claims may be raised. See Sections 18.13, 18.14, and 18.15 in the Franchise Agreement. We recommend that you carefully review all of these provisions, and the entire contracts, with a lawyer.

2) Please refer to the disclosure addenda and contractual amendments appended to this disclosure document (Exhibits H and I) for additional terms that may be required under applicable state law. The fact that you receive one of these addenda (or even if we sign a state-specific amendment) won't make those laws apply to you unless those state laws would have otherwise applied to you in the first place.

## ITEM 18
## PUBLIC FIGURES

We do not use any public figures to promote our franchise.

## ITEM 19
## FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to disclose 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 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 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 our management by contacting Mike Pocrnic at 1645 Finfar Court, Mississauga, Ontario, L5J 4K1, Canada, tel (905.823.8550), the Federal Trade Commission, and the appropriate state regulatory agencies.

## ITEM 20
## OUTLETS AND FRANCHISEE INFORMATION

Table 1:
System-wide Outlet Summary for years 2014-2016 (Note 1)

| Outlet Type | Year | Outlets at the Start of the Year | Outlets at the End of the Year | Net Change |
|---|---|---|---|---|
| Franchised | 2014 | 28 | 37 | +9 |
| | 2015 | 37 | 54 | +17 |
| | 2016 | 54 | 71 | +17 |
| Company-Owned | 2014 | 0 | 0 | 0 |
| | 2015 | 0 | 0 | 0 |
| | 2016 | 0 | 0 | 0 |
| Total Outlets | 2014 | 28 | 37 | +9 |
| | 2015 | 37 | 54 | +17 |
| | 2016 | 54 | 71 | +17 |

Notes to Table 1:

(1) All numbers are as of the fiscal year end. Each fiscal year ends on December 31.

**Table 2:**
**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor) for years 2014 to 2016 (Note 1)**

| State (Note 2) | Year | Number of Transfers |
|---|---|---|
| Texas | 2014 | 0 |
| | 2015 | 1 |
| | 2016 | 1 |
| Utah | 2014 | 0 |
| | 2015 | 2 |
| | 2016 | 0 |
| Total | 2014 | 0 |
| | 2015 | 3 |
| | 2016 | 1 |

Notes to Table 2:

(1) All numbers are as of the fiscal year end (each fiscal year ends on Dec. 31st).

(2) States not listed had no activity during the relevant time frame.

**Table 3:**
**Status of Franchised Outlets for years 2014 to 2016 (Note 1)**

| State (Note 2) | Year | Outlets at Start of Year | Outlets Opened | Termi-nations | Non-Renewals | Re-acquired by Fran-chisor | Ceased Opera-tions Other Rea-sons | Outlets at End of the Year |
|---|---|---|---|---|---|---|---|---|
| Alabama | 2014 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2015 | 0 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2016 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| Alaska | 2014 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2015 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2016 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Arizona | 2014 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2015 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2016 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| Arkansas | 2014 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2015 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2016 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Colorado | 2014 | 2 | 1 | 0 | 0 | 0 | 0 | 3 |
| | 2015 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2016 | 3 | 1 | 0 | 0 | 0 | 0 | 4 |
| Florida | 2014 | 1 | 4 | 0 | 0 | 0 | 0 | 5 |
| | 2015 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2016 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| Georgia | 2014 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2015 | 1 | 2 | 0 | 0 | 0 | 0 | 3 |
| | 2016 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| Indiana | 2014 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| | 2015 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2016 | 2 | 1 | 0 | 0 | 0 | 0 | 3 |
| Louisiana | 2014 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2015 | 0 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2016 | 2 | 0 | 0 | 0 | 0 | | 2 |

| State (Note 2) | Year | Outlets at Start of Year | Outlets Opened | Termi-nations | Non-Renewals | Re-acquired by Fran-chisor | Ceased Opera-tions Other Rea-sons | Outlets at End of the Year |
|---|---|---|---|---|---|---|---|---|
| Maryland | 2014 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2015 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2016 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Massachus etts | 2014 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2015 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2016 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Michigan | 2014 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2015 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| | 2016 | 2 | 0 | 0 | 0 | | 0 | 2 |
| Missouri | 2014 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2015 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2016 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| New Jersey | 2014 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2016 | 0 | 2 | 0 | 0 | 0 | 0 | 2 |
| New Mexico | 2014 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2016 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| New York | 2014 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2015 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2016 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| North Carolina | 2014 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2015 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| | 2016 | 2 | 1 | 0 | 0 | 0 | 0 | 3 |
| North Dakota | 2014 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2016 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Ohio | 2014 | 0 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2015 | 2 | 3 | 0 | 0 | 0 | 0 | 5 |
| | 2016 | 5 | 1 | 0 | 0 | 0 | 0 | 6 |

| State (Note 2) | Year | Outlets at Start of Year | Outlets Opened | Termi-nations | Non-Renewals | Re-acquired by Fran-chisor | Ceased Opera-tions Other Rea-sons | Outlets at End of the Year |
|---|---|---|---|---|---|---|---|---|
| Oklahoma | 2014 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2015 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2016 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| Penn. | 2014 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2015 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2016 | 1 | 2 | 0 | 0 | 0 | 0 | 3 |
| South Carolina | 2014 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2016 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Tenn. | 2014 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2015 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| | 2016 | 2 | 1 | 0 | 0 | 0 | 0 | 3 |
| Texas | 2014 | 6 | 0 | 0 | 0 | 0 | 0 | 6 |
| | 2015 | 6 | 5 | 0 | 0 | 0 | 0 | 11 |
| | 2016 | 11 | 3 | 0 | 0 | 0 | 0 | 14 |
| Utah | 2014 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2015 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2016 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| Virginia | 2014 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2016 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Totals | 2014 | 28 | 9 | 0 | 0 | 0 | 0 | 37 |
| | 2015 | 37 | 17 | 0 | 0 | 0 | 0 | 54 |
| | 2016 | 54 | 17 | 0 | 0 | 0 | 0 | 71 |

Notes to Table 3:

(1) All numbers are as of the fiscal year end. Each fiscal year ends on December 31.

(2) States not listed had no activity during the relevant time frame.

**Table 4:**
**Status of Company-Owned (Note 1) Outlets for years 2014 to 2016 (Note 2)**

| State (Note 3) | Year | Outlets at Start of the Year | Outlets Opened | Outlets Re-acquired From Fran-chisee | Outlets Closed | Outlets Sold to Fran-chisee | Outlets at End of the Year |
|---|---|---|---|---|---|---|---|
| All States | 2014 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2015 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2016 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total | 2014 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2015 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2016 | 0 | 0 | 0 | 0 | 0 | 0 |

Notes to Table 4:

(1) Neither we nor any of our affiliates currently operate any BTDT Businesses.

(2) All numbers are as of the fiscal year end. Each fiscal year ends on December 31.

(3) States not listed had no activity during the relevant time frame.

**Table 5:**
**Projected Openings as of January 1, 2017 for 2017**

| State | Franchise Agreements Signed But Outlet Not Opened | Projected New Franchised Outlet In The Next Fiscal Year | Projected New Company-Owned Outlet In The Next Year |
|---|---|---|---|
| Florida | 0 | 3 | 0 |
| Georgia | 0 | 3 | 0 |
| Michigan | 0 | 3 | 0 |
| New Jersey | 0 | 2 | 0 |
| Texas | 0 | 1 | 0 |
| Total | 0 | 12 | 0 |

Notes to Table 5:

(1) For the fiscal year beginning January 1, 2017.

(2) States not listed are not expected to have any franchises in the next year.

*****

The names, addresses, and telephone numbers of our current franchisees are listed in Exhibit D.

We have also identified in Exhibit D the names, current addresses and telephone numbers of our parent, TFI's franchisees in Canada.

Exhibit D also provides the name and last known address and telephone number of every one of our franchisees who has had an agreement terminated, canceled, not renewed, or who otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the one–year period ending December 31, 2016 or who has not communicated with us within ten weeks of the date of this disclosure document. There are none. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

No franchisee has signed a confidentiality clause in a franchise agreement, settlement or other contract within the last three years that would restrict their ability to speak openly about their experience with us. As of the date of this franchise disclosure document, there are no Bin There Dump That franchisee associations in existence regardless of whether they use our trademark or not.

## ITEM 21
## FINANCIAL STATEMENTS

The financial statements listed below are attached to this disclosure document as Exhibit F:

1. Our audited financial statements for the years ended December 31, 2016, December 31, 2015 and December 31, 2014.

Our fiscal year end is December 31.

## ITEM 22
## CONTRACTS

Exhibit A to this disclosure document contains a copy of the following agreements:

A-1 Franchise Agreement and Exhibits; Security Agreement, Electronic Debit Agreement, Guaranty, and Confidentiality Agreement.

A-2 Deposit Agreement.

Our current General Release is included in this disclosure document as Exhibit K.

## ITEM 23
## RECEIPT

The last two pages of this disclosure document (Exhibit L) are identical pages acknowledging receipt of this entire document (including the exhibits). Please sign and return to us one copy; please keep the other copy along with this disclosure document.

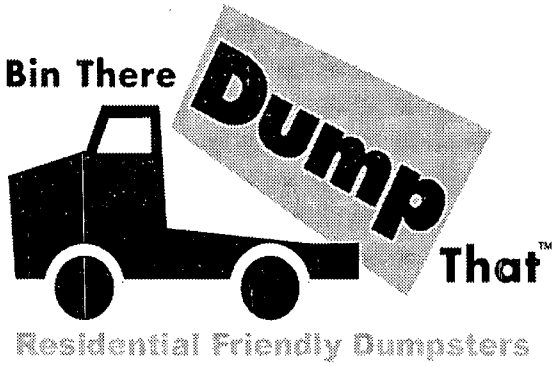
## EXHIBIT A

A-1 .....Franchise Agreement; Electronic Debit Agreement; Non-Disclosure and Non-Competition Agreement

A-2 .....Deposit Agreement

# A-1

# FRANCHISE AGREEMENT




# Bin There Dump That

# Franchise Agreement

# Bin There Dump That
# Franchise Agreement

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Exhibits:

A Territory

B General Security Agreement

C Authorization Agreement for Pre-Arranged Payments (Direct Debits)

D List of Principals

E Guarantee, Indemnification and Acknowledgement

THIS AGREEMENT ("**Agreement**") is made on _____, 201___ by and between

Bin There USA, LLC, a limited liability company formed under the laws of Delaware,

(the "**Franchisor**")

- and -

_____ [Franchisee name] a _____ [type of entity] [incorporated] [formed] under the laws of _____,

(the "**Franchisee**").

**Background:**

A. Franchisor has developed a comprehensive business system (the "**System**") for the disposal of waste and trash, utilizing distinctive equipment, which system stresses efficiency, courteous and professional service (the "**Business**");

B. The System is operated with a uniform business format, signs, equipment and advertising using the trademark "Bin There...Dump That" and logo, and such other trade names, service marks, and trademarks as are now designated (and may hereinafter be designated by Franchisor in writing) for use in connection with the System (the "**Marks**");

C. Franchisor owns the Marks, and has the right to use and respectively to license and to franchise others to use the Marks and the System to establish and promote the Business;

D. Franchisee wishes to establish and operate a Business under the System, using the Marks, and to obtain a franchise from Franchisor for that purpose (the "**Franchise**"), as well as to receive the training and other assistance provided by Franchisor in connection therewith;

E. Franchisee acknowledges that the essence of Franchise is the adherence by Franchisee to Franchisor's standards and policies providing for the uniform operation under the System including, but not limited to, using only products authorized and approved by Franchisor, the use of only prescribed equipment and designs, and strict adherence to prescribed standards of product quality, operating procedures and service, and that compliance by Franchisee with the foregoing standards and policies in conjunction with the Marks provides the basis for the valuable goodwill and public acceptance of the System;

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, hereby agree as follows:

## ARTICLE 1 - GRANT, TERM AND RENEWAL

1.1 Provided Franchisee is in full compliance with this Agreement, Franchisor hereby grants to Franchisee the right and franchise, and Franchisee accepts and undertakes the obligation, subject to the terms and conditions of this Agreement:

(a) to establish and operate Franchise in and for the territory described in **Exhibit A** (the "**Territory**"), at a site selected by Franchisee and approved by Franchisor for a term ("**Term**") of ten (10) years from the date of this Agreement; and

(b) to use the Marks and the System during the Term in connection with the Franchise in the Territory. Franchisee expressly agrees that all right, title and interest in and to the Marks, the System and Franchisor's goodwill and confidential trade secrets are owned by Franchisor and shall remain solely in Franchisor and are being revealed to Franchisee solely to enable Franchisee to establish and operate the Franchise.

1.2 Either Franchisor or Franchisee may, by providing written notice to the other in writing, terminate this Agreement within thirty (30) days of the date of this Agreement in the event that Franchisee, or its designated officer or employee, cannot after exerting best efforts, obtain all requisite governmental approvals, permits and certificates (by whatever name they may be known) necessary to establish the Business in the Territory, including without limitation, such approvals, as may be required pursuant to the provisions of applicable laws and regulations (including, without limitation, environmental laws and regulations) for the Territory and the jurisdiction(s) in which the Franchise is to operate.

1.3 In the event of termination of this Agreement under Section 1.2 above, Franchisor shall refund to Franchisee all amounts paid to Franchisor hereunder, less the sum of Five Thousand Dollars ($5,000) in reimbursement of expenses incurred by Franchisor pursuant to this Agreement, including legal fees. However, if Franchisor can show that the requisite approval, permit or certificate was not obtained due to failure of Franchisee, or its designated officer or employee, to diligently attempt to secure such approval, permit or certificate, Franchisor may retain all amounts paid to Franchisor by Franchisee as liquidated damages and not as a penalty.

1.4 Franchisor agrees that during the Term of this Agreement, provided Franchisee is in full compliance herewith, it will not operate a Business or grant a license to a third party to operate a Business using the Marks within the Territory (subject to Section 1.5 below).

1.5 Notwithstanding the foregoing, Franchisee acknowledges that Franchisor and its affiliates expressly retain the exclusive right, among others:

(a) to use, and to license others to use, the Marks and System for the operation of Franchises at any location outside the Territory (it being understood and agreed that nothing in this Agreement shall restrict Franchisor or its affiliates from operating or licensing others to operate any business concept, utilize any distribution outlet (including but not limited to the Internet, electronic media, and other means of e-commerce), or otherwise inside or outside of the Territory (excluding only Businesses that operate under the System and Marks inside the Territory);

(b) to use the Marks and the System in connection with the provision of other services and products or in alternative channels of distribution (including, but not limited, to sales made at retail locations, shops, by mail order, and on the Internet), without regard to location;

(c) to use and license the use of other proprietary marks or methods of doing business which are not the same as, or confusingly similar to, the Marks, whether in alternative channels of distribution or in the operation of waste removal and disposal services, at any location (including within the Territory), which may be the same as, similar to or different from those services offered by Franchisee; and

(d) to acquire and operate any business of any kind (or to be acquired, and have the buyer operate any business of any kind), whether located within or outside the Territory notwithstanding such business' proximity to Franchise or its actual or threatened impact on sales at Franchisee's Business.

1.6 Franchisee may at its option renew this Agreement for one (1) additional period equal to ten (10) years, if all of the following conditions have been met before the renewal takes effect:

(a) Franchisee must have given Franchisor notice of its election to renew Franchise not less than nine (9) months nor more than twelve (12) months prior to the end of the Term of this Agreement;

(b) Franchisee must have purchased or leased and installed, no later than thirty (30) days prior to the expiration of the Term of this Agreement and to Franchisor's satisfaction, all such new equipment (including vehicles) as Franchisor shall reasonably require so that Franchisee may continue its operation of the Business;

(c) Franchisee must have satisfied all monetary obligations owed by Franchisee to Franchisor as at the expiry of the Term or any extension or renewal term of this Agreement and shall have throughout such term timely met all monetary obligations to Franchisor and to trade creditors of the Business;

(d) Franchisee shall not be in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between Franchisee and Franchisor as at the expiry of the Term, and shall have substantially complied with all of the terms and conditions of such agreements throughout the Term of this Agreement;

(e) Franchisee shall sign and deliver to Franchisor, at the time of such renewal, Franchisor's then-current form of franchise agreement, the terms of which may differ from the terms of this Agreement and which, when executed shall supersede in all respects this Agreement. Without limiting the generality of the foregoing, such new agreement shall not require payment of any initial franchise fee, but may stipulate for higher payments than are required hereunder, including higher percentage royalties. Unless otherwise agreed by Franchisor and Franchisee, such new agreement shall contain no right or option to further renew this Franchise;

(f) Franchisee shall pay to Franchisor a renewal fee in an amount equal to the greater of: (a) Fourteen Thousand Five Hundred Dollars ($14,500), or (b) fifty percent (50%) of the initial franchise fee then being charged by Franchisor to new BIN THERE...DUMP THAT franchisees ("**System Franchisees**");

(g) If required by Franchisor, those personnel of Franchisee designated by Franchisor shall have satisfied Franchisor's training requirements for new System Franchisees as at the date of such renewal; and

(h) Franchisee and each of the Principals shall have executed, at the time of such renewal, a general release of any claims they may have against Franchisor, and the officers, directors, agents and employees of Franchisor, in form and terms prescribed by Franchisor.

1.7 Franchisee may only operate the Business and offer and sell services within the Territory, and only in accordance with the requirements of this Agreement and the procedures set forth in the Manual. Franchisee agrees not to offer or sell products or services outside the Territory or through any means other than through the Business as permitted under this Agreement; and therefore, for example, Franchisee agrees not to offer or sell services or products by use of catalogs, the Internet, or through any other electronic or print media.

## ARTICLE 2 - GENERAL SERVICES TO BE RENDERED BY FRANCHISOR

2.1 Franchisor shall tender advice and technical assistance to Franchisee to enable it to establish the Business in accordance with the System.

2.2 Franchisor shall periodically advise and consult with Franchisee in connection with the operation of the Business and also, upon request (at a cost charged to Franchisee) by Franchisor of Franchisee, at other reasonable times or at Franchisee's site.

2.3 Franchisor shall communicate to Franchisee its know-how, new developments, techniques, and improvements in areas of disposal which are pertinent to the operation of the Business.

2.4 Franchisor shall provide periodic and continuing advisory assistance to Franchisee as to the operation and promotion of the Business as Franchisor deems advisable.

## ARTICLE 3 - TRAINING

3.1 Prior to the commencement of the operation of the Business, Franchisor shall furnish, and those personnel of Franchisee designated by Franchisor shall enroll in and complete, a training program on the operation of the Business in connection with the System, to be conducted at such time and place and for such duration as Franchisor deems necessary. Franchisor will provide initial training at its offices at no charge for up to two individuals if the Franchise will have a Territory with a population of 125,000 or fewer persons, and three individuals for Territories with a population greater than 125,000 persons. Franchisee may elect to send more than that number of individuals to the initial training program, but in doing so will be required to pay Franchisor an initial training fee for each additional trainee. Franchisee may also elect to conduct the initial training program at the premises of the Franchise, but if so Franchisee must pay a fee for each trainee and also must reimburse Franchisor for its costs of providing on-site training (including travel, room and board). All expenses of travel, room, board and wages of each trainee shall be paid by Franchisee. No compensation shall be payable by Franchisor to a trainee for any services rendered by the trainee during training.

3.2 If required by Franchisor, Franchisee and such other employees of the Business as are specified by Franchisor will attend and participate in management seminars and training and refresher courses, conducted by or on behalf of Franchisor from time to time. Franchisor agrees that Franchisee and such employees will not be required to attend more than two (2) such seminars or other courses in each calendar quarter. In addition, Franchisor may require that Franchisee and its personnel attend at least one convention in each calendar year and Franchisor is entitled to charge a reasonable fee for providing such training, seminars and convention. All expenses of travel, room, board and wages of each employee shall be paid by Franchisee.

3.3 Franchisee shall implement a training program for its employees in accordance with training standards and procedures prescribed by Franchisor from time to time. All of Franchisee's employees must complete this training program to the satisfaction of Franchisor. Franchisor shall have the right to require reasonable retraining, at Franchisee's expense, of those employees failing to demonstrate adequate knowledge of Franchisor's standards and procedures.

## ARTICLE 4 - SYSTEMS MANUAL

4.1 Franchisor shall loan to Franchisee one (1) copy of each of Franchisor's confidential System operation manuals, prepared by Franchisor for use by System Franchisees generally. The Manual (defined below) contains detailed information relating to the operation of the Business in conjunction with the System.

4.2 Franchisee shall promptly adopt and use exclusively the formulae, methods, procedures and policies contained in the Manual, as it may be modified by Franchisor from time to time. Franchisee shall also comply with all formulae, methods, standards, procedures and policies relating to the System as are set out in memoranda and other written directions provided by Franchisor to Franchisee from time to time in connection with the Business, promptly upon receipt or service thereof, actual or deemed, as in the case of notice being served in accordance with Section 18.2 hereof. The System operations manual is and all such written directives and memoranda are herein collectively called the "Manual". The provisions of the Manual shall constitute provisions of this Agreement as if they were fully set out herein. The Manual, as modified, added to, withdrawn or revised by Franchisor from time to time and the policies contained therein, are incorporated herein by reference.

4.3 Franchisee acknowledges that Franchisor is the owner of all proprietary rights in and to the System and that the information revealed in the Manual includes confidential information and trade secrets.

4.4 Without the prior written consent of Franchisor, Franchisee shall not disclose the contents of the Manual to any person, except to employees of Franchisee on a "need-to-know" basis (and then only in circumstances which ensure confidentiality) for purposes related solely to the operation of the Business, nor shall Franchisee reprint or reproduce the Manual in whole or in part for any purposes except in connection with instruction of such employees in the operation of the Business.

## ARTICLE 5 - ADVERTISING

5.1 All advertising contributions received by Franchisor pursuant to Sections 11.3 and 11.5 hereof shall belong to Franchisor and will be administratively segregated on the books of Franchisor to form an advertising fund (the "Fund"). Franchisor shall utilize such contributions to formulate, develop, produce and conduct national and regional advertising (the "Advertising Programs") designed to enhance the value of the System in the United States and the Marks and the general public recognition and acceptance thereof. Franchisee understands and acknowledges that the Advertising Programs are intended to maximize general public recognition and acceptance of the System for the benefit of Franchisor and all System Franchisees and Franchisor undertakes no obligation to ensure that any particular licensee, including Franchisee, benefits directly or pro rata from the placement or conduct of the Advertising Programs. Upon request, Franchisor will make available to Franchisee an annual accounting of the receipts and disbursements of the Fund. Franchisor agrees to discuss the scope and content of the proposed Advertising Programs, the selection of the media and the use of the Fund with Franchisee, but the final determination rests with Franchisor.

5.2 In the event that expenditures from time to time by Franchisor from the Fund shall exceed the balance for the time being in the Fund, and Franchisor at its sole option advances the deficiency, Franchisor shall be entitled to priority in respect of reimbursement therefor from subsequent advertising contributions from all System Franchisees.

5.3 Franchisor shall be entitled to charge the Fund reasonable administration fees in respect of services rendered in performing such duties in such amount as Franchisor in its sole discretion shall determine, as long as the fees so paid are competitive with fees then generally charged by advertising agencies or consultants in the market area in question for providing services of a comparable nature. All decisions from time to time regarding the scope and content of the Advertising Programs and the selection of the media and advertising content shall be within the sole discretion of Franchisor.

5.4 Franchisor may delegate its responsibilities in connection with the Advertising Programs to any one or more persons of its choosing, including persons who may not deal at arm's length with

Franchisor. Any such designee shall be entitled to receive a fee in respect of services rendered in performing such duties in such amount as Franchisor in its sole discretion shall determine, as long as the fees so paid are competitive with fees then generally charged by advertising agencies in the market area in question for providing services of a comparable nature. All fees payable pursuant to this Article may be paid out of the advertising contributions of System Franchisees.

5.5 Franchisee will use its best efforts to promote and increase the demand for products and services being distributed by the System, at its own cost and expense (which shall be in addition to the payments required under Section 11.3). Franchisee will submit for approval by Franchisor, prior to use thereof, all advertising and promotional materials prepared by Franchisee for use in connection with the Business. Franchisee will not engage in any unapproved advertising or promotion of the Business (including, without limitation, media interviews or the use of unapproved coupon or other promotional schemes) nor will it use any unapproved advertising or promotional materials. Franchisee agrees that any advertising materials which have not been approved by Franchisor within thirty (30) days of actual receipt thereof by Franchisor shall be deemed to have been disapproved by Franchisor. All advertising and promotion by Franchisee will be completely factual and will conform to the highest standards of ethical advertising. Franchisee will refrain from any business or advertising practice which may be injurious to the business of Franchisor, the goodwill associated with the Marks and the business of other System Franchisees.

5.6 Neither the approval by Franchisor of Franchisee's advertising and promotional material nor the provision of such material by Franchisor shall, directly or indirectly, require Franchisor to pay for such advertising and promotion.

5.7 Franchisee will obtain and maintain, at its sole cost, a listing for the Business in the principal regular (white pages and classified yellow pages) telephone directories serving the Territory, in such directory categories as are specified by Franchisor from time to time. All such listings will be of such type and size as are specified by Franchisor from time to time. Franchisor may obtain such listings on behalf of and at the expense of Franchisee, which agrees to reimburse Franchisor in respect thereof upon demand. In the event that any one or more of such directories serves the Territory as well as the territories of any other System Franchisees, Franchisor may require such listings to appear on a cooperative basis and may allocate the expenses related thereto among such of System Franchisees, including Franchisee, as appear to derive the benefit thereof. Franchisee acknowledges and agrees that any and all telephone numbers used in connection with the Business are and shall remain the property of Franchisor, subject to use thereof during the Term of this Agreement by Franchisee while in good standing hereunder.

## ARTICLE 6 - ALLOWANCES

Franchisee acknowledges and agrees that Franchisor shall have the right to collect and retain all manufacturing allowances, marketing allowances, rebates, credits, monies, payments or benefits (collectively, "**Allowances**") offered by suppliers to Franchisee or to Franchisor or its affiliates based upon purchases of equipment, inventory and other goods and services for the Business. These Allowances are based on System-wide purchases of equipment, inventory, and other items. Franchisee assigns to Franchisor or its designee all of Franchisee's right, title and interest in and to any and all such Allowances and authorizes Franchisor or its designee to collect and retain any or all such Allowances without restriction (unless otherwise instructed by the supplier).

## ARTICLE 7 - AUTHORIZED AND APPROVED PRODUCTS

7.1 Franchisee recognizes that the uniform quality of the vehicles, products, supplies and materials used in connection with the Business is essential to compliance with the System. Accordingly,

Franchisee shall purchase and use only those vehicles, products, supplies and materials in the operation of the Business that have been approved by Franchisor as meeting its minimum specifications and quality standards as established from time to time. Without limiting the generality of the foregoing, Franchisee shall only purchase (or lease) and operate at all times during the Term of this Agreement, fully operational and roadworthy motor vehicles, containing such appropriate signage as Franchisor may require from time to time to properly designate Franchisee as one of its authorized franchisees. Franchisee may purchase from any approved supplier such vehicles, products, supplies and material which meet Franchisor's specifications and quality standards. If Franchisee desires to use any vehicle, product, supply or material which has not been approved by Franchisor as meeting its specifications and quality standards, or to purchase any vehicle, product, supply or material from a supplier that has not been designated by Franchisor as an approved supplier, Franchisee shall first notify Franchisor and shall upon request by Franchisor submit samples and such other information as Franchisor requires for examination and/or testing by Franchisor, at Franchisee's expense. Franchisor shall notify Franchisee within a reasonable time whether it approves such vehicle, product, supply material or supplier. Franchisee recognizes that Franchisor shall have the right to appoint only one manufacturer, distributor, reseller, and/or other vendor for any particular item (including but not limited to distribution of vehicles, equipment, inventory, and supplies for Franchise, and other items).

7.2 Franchisor will notify Franchisee from time to time of the prices and terms of purchase of goods and supplies which Franchisor is prepared to supply, and Franchisee shall pay for items which it orders from Franchisor according to the prices in effect at the date of shipment, plus reasonable charges for shipping and transportation. Franchisor may change the prices and terms of purchase of any items sold hereunder from time to time without prior notice. Payment for each item purchased by Franchisee shall be made in full on delivery, unless the invoice provides otherwise (in which case the terms of the invoice shall govern), or unless Franchisor and Franchisee have made written alternate arrangements (such as putting in place a merchant credit card account). If Franchisor chooses to ship items on credit terms, it may thereafter at any time, and without prior notice to Franchisee, require that any further items ordered be paid for on delivery. Franchisor's receipt of any cheque, draft or other commercial paper shall not constitute payment until Franchisor receives in cash the full amount thereof. Franchisee shall pay for all collection charges incurred by Franchisor in connection with any items sold hereunder.

(a) Should Franchisee use its own form of purchase order for ordering items from Franchisor, all sales to Franchisee shall nevertheless be subject to all provisions of this Agreement and to the trade terms of Franchisor then in effect. Any provision of Franchisee's purchase order which is inconsistent with the provisions of this Agreement or Franchisor's trade terms, or which imposes any greater burden on Franchisor than the obligations set forth hereunder, or which confers on Franchisee additional rights in connection therewith, shall be of no effect whatever unless expressly accepted by Franchisor in writing specifically referring to the inconsistency, added burden or additional rights and specifically stating that such provision will govern.

(b) No items purchased from Franchisor shall be returnable to Franchisor except with the prior written authorization of Franchisor. Franchisor agrees to grant such authorization in respect of any defective goods and supplies. If Franchisor grants written authorization to Franchisee to return any goods other than defective goods, then all freight and transportation charges to the location specified by Franchisor in its authorization shall be borne and prepaid by Franchisee, and all such returns shall be subject to a restocking charge of ten percent (10%) of the invoice cost thereof to Franchisee plus the cost (if any) incurred by Franchisor in refurbishing and repackaging such goods.

(c) Franchisor gives no representation, warranty, promise or other inducement of any nature to Franchisee (whether direct or collateral, express or implied, oral or written, statutory or otherwise) in respect of any items which Franchisor may sell from time to time to Franchisee, it being understood and agreed that the only remedy of Franchisee against Franchisor is in respect of defective items purchased from Franchisor, being limited to returning the same to Franchisor for replacement or, at Franchisor's option, for a credit equal to the purchase price.

7.3 Franchisee shall pay Franchisor and all other trade creditors of the Business promptly in accordance with the terms of purchase or lease for vehicles, services, products, supplies and materials. Franchisee hereby irrevocably authorizes, empowers and directs Franchisor (but without obligation on the part of Franchisor) at all times and from time to time (when deemed appropriate in its sole discretion) to advance to trade creditors of the Business on behalf of Franchisee any and all amounts as may appear to Franchisor to be required to keep Franchisee in good standing therewith. Franchisor may place full reliance upon statements of account or copies thereof delivered by any such trade creditor to Franchisor as conclusive evidence of the indebtedness of Franchisee to such trade creditor in the amount shown thereon and as to the terms of payment thereof, including interest on overdue amounts, and Franchisee shall (as between it and Franchisor) be stopped from disputing the accuracy thereof. Any and all amounts paid by Franchisor in pursuance of the powers contained in this Section shall be a debt due hereunder from Franchisee to Franchisor as if the same were amounts owing in respect of direct purchases from Franchisor.

7.4 Franchisee will supply Franchisor with such information and documents about the Business as Franchisor may require from time to time. All customer lists and records of Franchisee's Business will be and remain the property of Franchisor.

(a) Within 90 days after the end of Franchisee's fiscal year, Franchisee will submit to Franchisor financial statements (on a review engagement basis) including a profit and loss statement for the fiscal year, a balance sheet as of the end of the period, and a copy of the tax return prepared for that Business. Such financial statements and tax returns will be warranted by Franchisee to be true and correct. Franchisee agrees to keep true, complete and correct books of account, business records and records of its gross receipts, in accordance with the Manual and in accordance with generally accepted accounting principles. Franchisee will keep all of its business records for a minimum of six years.

(b) In addition, Franchisee agrees to provide Franchisor with written monthly reports on the 1st of each month, commencing on the first of the month following the date of this Agreement, identifying the number of motor vehicles in operation (or that are inoperable or under repair) with Franchise and the motor vehicle identification number, make, model and year of each of the said motor vehicles.

7.5 Each of Franchisee and the Principals covenant and agree to execute and deliver to Franchisor a general security agreement in the form annexed hereto as **Exhibit B** (the "General Security Agreement") contemporaneously upon the execution of this Agreement. The security constituted under the General Security Agreement may be subordinate to any security granted by Franchisee and/or the Principals in connection with bank financing for the opening of the Business or the operating line of credit for the Business but shall not be subordinate to any security interest granted by Franchisee to any landlord or any other person, firm, corporation or entity. In addition, Franchisor may require Franchisee to grant to Franchisor a purchase money security interest over any of Franchisee's motor vehicles, inventory and/or equipment financed by Franchisor, if any such financing is extended by Franchisor.

## ARTICLE 8 - RESTRICTIVE COVENANTS

8.1 Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee will receive valuable specialized training and confidential information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the System. Franchisee covenants that during the term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation, or entity:

(a) Divert or attempt to divert any business or customer of the Business or of any Business using the System to any competitor, 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 Franchisor's Marks and the System.

(b) Unless released in writing by the employer, employ or seek to employ any person who is at that time employed by Franchisor or by any other franchisee or developer of Franchisor, or otherwise directly or indirectly induce such person to leave his or her employment.

8.2 Franchisee covenants that, except as otherwise approved in writing by Franchisor, it shall not, during the Term of this Agreement, and shall not for a continuous uninterrupted period of two (2) years from the date of: (a) a transfer permitted under Article 16 below; (b) expiration or termination of this Agreement (regardless of the cause for termination); or (c) a final order of a duly authorized arbitrator, panel of arbitrators, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to the enforcement of this Section 8.2; either directly or indirectly (through, on behalf of, or in conjunction with any persons, partnership, corporation or entity), own, maintain, operate, engage in, or have any interest in any business which is engaged in or concerned with or interested in the waste or trash disposal business:

(a) within the Territory; or

(b) within, or within two (2) miles of, the boundary of any territory in the United States and Canada licensed to any other Businesses (whether franchised or company-owned) operating under the System.

8.3 Franchisee and each of the Principals acknowledges that their knowledge of the operation of the Business will be derived from information disclosed to them by Franchisor pursuant to this Agreement and otherwise, and that certain of such confidential information (including without limitation the contents of the Manual, all information, data, knowledge, techniques and know-how designated or treated by Franchisor as confidential and includes any and all computer software or programs, training materials, operational videos, marketing programs, franchise rosters, franchisee lists, and any other materials designated or treated by Franchisor as confidential) is proprietary, confidential and a trade secret of Franchisor. Franchisee and each of the Principals agrees that each will maintain the absolute confidentiality of such information during and after the Term of this Agreement and any extension of renewal terms thereof and that none will use any such information in any other business or in any manner whatsoever other than for the purpose of operating the Business in accordance with this Agreement.

(a) If Franchisor requests, Franchisee shall have its personnel who receive or will have access to confidential information sign covenants not to divulge the confidential information or use it for their own benefit. If Franchisee is a corporation or other business entity, its shareholders, members and/or owners must also abide by these covenants by signing a copy of this Agreement. If Franchisor requests, Franchisee's employees who have access to Franchisee's

password and log-in name for Franchisor's Intranet must sign a confidentiality agreement agreeing to not disclose this information.

(b) If Franchisee develops any new product, concept, technique, process or improvement in the operation or promotion of its Franchise or the System, Franchisee must promptly notify Franchisor and provide Franchisor with all necessary information free of charge. Franchisee shall also in such event acknowledge that Franchisor may provide the information to other franchisees for use in their Franchises.

8.4 If any covenant or provision herein is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision and clauses (a) and (b) of Section 8.1 and clauses (a) and (b) of Section 8.2 are each hereby declared to be separate and distinct covenants. Franchisee hereby agrees that all restrictions in this Article 8 are reasonable and valid and all defences to the strict enforcement thereof by Franchisor are hereby waived.

## ARTICLE 9 - OPERATING STANDARDS AND SYSTEM CHANGES

9.1 Franchisee acknowledges that every component of the System is important to Franchisor, to the operation of the Business and to Franchisee including, without limitation uniformity of vehicle and product specifications, application methods, quality of customer service and uniformity of service. Franchisor shall have the right to inspect the Business at all reasonable times to ensure that Franchisee's operations are in compliance with the standards and policies of the System and of this Agreement.

9.2 Franchisee shall fully comply with the entire System including, without limitation, specifications, standards, operating procedures and rules relating to:

(a) the safety, maintenance, cleanliness, function and appearance of the vehicles, equipment and premises used in the Business;

(b) service agreements with respect to vehicles, equipment and premises;

(c) supplies, equipment, products and materials used in the operation of the Business;

(d) the provision of disposal services to customers of the Business;

(e) hours, days and months during which the Business is to be conducted;

(f) advertising and promotion, including joining in with other System Franchisees and vigorously promoting Franchisor's cooperative advertising and promotional programs conducted in regions including the location of the Business;

(g) use and retention of standard forms;

(h) use of signs, posters, displays and similar items;

(i) use of the Marks;

(j) the handling of customer complaints;

(k) approved uniforms;

(l) technology, computers, point-of-sale systems, use of e-mail, and related matters; and

(m) environmental, sustainability, and energy matters.

Where any advertising programs instituted by Franchisor are intended to include, and do include, the Territory and make reference to the rate or price at which any services or goods may be purchased or supplied, Franchisee will not sell or supply same at or for any rate or price higher than the advertised rate or price, as the case may be.

9.3 Recognizing that variations and additions to the System may be required from time to time in order to preserve and enhance the public image of the System, to accommodate changing consumer wishes as well as technological change and to ensure the continuing efficiency of System Franchisees' businesses generally, Franchisee acknowledges and agrees that Franchisor may from time to time hereafter, upon notice and acting reasonably, modify, add to, subtract from or otherwise change the System, which changes may include, without limitation, the adoption and use of new or modified trademarks and trade names, new products and services, new specifications for vehicles, equipment and furnishings and new techniques relating to the sale, promotion and marketing of products and services, and new procedures and provisions of the Manual. Franchisee agrees to promptly accept, implement, use and display all such changes in the conduct of the Business, at its sole cost.

9.4 Franchisee shall secure and maintain in force all required licenses, permits and certificates and shall operate the Business in full compliance with all applicable laws, by-laws and regulations, including without limitation all government regulations relating to occupational hazards and health, employment standards, consumer protection, environmental protection, hazardous products, unfair and deceptive practices, packaging and labelling, trade regulation, workers' compensation, unemployment insurance and withholding and payment of all taxes.

9.5 Franchisee shall refrain from any practice which may be injurious to the Business, Franchisor, or the goodwill associated with the Marks or to other System Franchisees of Franchisor.

9.6 If, in the reasonable judgment of Franchisor, the general state of repair or the appearance of the vehicles and equipment used in the Business does not meet with Franchisor's standards therefor, Franchisor shall so notify Franchisee, specifying the action to be taken by Franchisee to correct such deficiency. If Franchisee fails to effect such repairs, painting or decorating within thirty (30) days after receipt of such notice, Franchisor shall have the right to cause such repairs, painting and/or decorating to be made at Franchisee's expense, and Franchisee shall reimburse Franchisor on demand for any such amounts paid in the first instance by Franchisor. If Franchisee fails to pay its suppliers on time, Franchisor shall have the right to do so on behalf of Franchisee and, in such event, Franchisee agrees to reimburse Franchisor upon demand for all amounts paid by Franchisor on account of any such payments, together with interest thereon as provided in this Agreement for overdue amounts.

9.10 Franchisor may develop or acquire rights to computer software relating to operation of the Franchise. In such event, Franchisor may license Franchisee the right to use this software and Franchisee may be required to update the software from time to time. Franchisor may require Franchisee to purchase or otherwise obtain such computer equipment and utilize the software as specified by Franchisor, including providing Franchisor with direct access, via telephone lines or otherwise, to Franchisee's computer equipment and software. Franchisor may also require Franchisee to have internet access available during all hours of operation, and, when possible, to utilize a high speed internet connection. Franchisee shall afford Franchisor unimpeded access to Franchisee's computer system and required software as Franchisor may request, in the manner, form, and at the times requested by Franchisor. Franchisor will have the right to require Franchisee to maintain, upgrade, or replace its computer system hardware, software or any of

these at Franchisee's expense or to participate in any toll free telephone service ("**Toll Free Service**") implemented by Franchisor as Franchisor may determine necessary in its sole discretion from time to time, which Toll Free Service shall be paid for by the Fund. Should Franchisor implement a Toll Free Service on behalf of System Franchisees and the System, Franchisee shall be required to market the Toll Free Service in all of the marketing and promotional literature advertising Franchise, in each case in accordance with Franchisor's instructions set out in the Manual.

9.11 With respect to data:

(a) All data Franchisee collects, creates, provides, or otherwise develops on its computer system, whether or not uploaded to Franchisor's system, and/or downloaded from Franchisee's system to Franchisor's system, is and will be owned exclusively by Franchisor, and Franchisor will have the right to access, download, and use such data in any manner that Franchisor deems appropriate without compensation to Franchisee.

(b) All other data that Franchisee creates or collects in connection with the System, and in connection with Franchisee's operation of the Business (including but not limited to customer and transaction data), is and will be owned exclusively by Franchisor during the term of, and following termination or expiration of, this Agreement.

(c) Franchisee agrees to transfer to Franchisor all data that Franchisor does not automatically collect upon request.

(d) Franchisor hereby licenses use of such data back to Franchisee, at no additional cost, solely for the term of this Agreement and solely for Franchisee's use in connection with operating the Business under the System. Franchisee acknowledges and agrees that except for the right to use the data under this clause, Franchisee will not develop or have any ownership rights in or to the data.

(e) Upon termination, expiration, and/or transfer of this Agreement and/or the Business, Franchisee agrees to provide Franchisor with all data (in the digital machine-readable format that we specify, and/or printed copies, and/or originals) promptly upon Franchisor's request.

9.12 Unless otherwise approved in writing by Franchisor, Franchisee shall not establish a separate Online Site, but shall only have one or more references or webpage(s), as designated and approved in advance by Franchisor, within Franchisor's Online Site (the term "**Online Site**" means one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including, but not limited to, the Internet, World Wide Web, webpages, microsites, social networking sites (e.g., Facebook, Twitter, LinkedIn, You Tube, Google Plus, Pinterest, etc.), blogs, vlogs, applications to be installed on mobile devices (e.g., iPad or Droid apps), and other applications, etc., and that refers to the Business, Marks, Franchisor, or the System). However, if Franchisor approves, in writing, a separate Online Site for Franchisee (which Franchisor is not obligated to approve), then Franchisor shall have the right to impose such controls and conditions upon Franchisee's use of any such Online Site as Franchisor deems appropriate, including but not limited to each of the following:

(a) Franchisee shall not establish or use any Online Site without Franchisor's prior written approval.

(b) Any Online Site owned or maintained by or for the benefit of Franchisee shall be deemed "marketing" under this Agreement, and will be subject to (among other things) Franchisor's approval under Article 5 above.

(c) Before establishing any Online Site, Franchisee shall submit to Franchisor, for Franchisor's prior written approval, a sample of the proposed Online Site domain name,

format, visible content (including, without limitation, proposed screen shots), and non-visible content (including, without limitation, meta tags) in the form and manner Franchisor may reasonably require;

(d) Franchisee shall not use or modify such Online Site without Franchisor's prior written approval as to such proposed use or modification; and Franchisee must include such disclaimers as Franchisor may require (such as a statement of Franchisee's sole responsibility for the content of the site);

(e) In addition to any other applicable requirements, Franchisee shall comply with the standards and specifications for Online Sites that Franchisor may periodically prescribe in the Manual or otherwise in writing (including, but not limited to, requirements pertaining to designating Franchisor as the sole administrator or co-administrator of the Online Site); and

(f) If required by Franchisor, Franchisee shall establish such hyperlinks to Franchisor's Online Site and others as Franchisor may request in writing.

9.13 Franchisee shall not use the Marks or any abbreviation or other name associated with Franchisor and/or the System as part of any e mail address, domain name, and/or other identification of Franchisee in any electronic medium. Franchisee agrees not to transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without first obtaining Franchisor's written consent as to: (a) the content of such e-mail advertisements or solicitations; and (b) Franchisee's plan for transmitting such advertisements. In addition to any other provision of this Agreement, Franchisee shall be solely responsible for compliance with any laws pertaining to sending e-mails including but not limited to the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (known as the "**CAN-SPAM Act of 2003**").

9.14. Franchisor is committed to working to attain optimal performance of Businesses under the System with respect to environmental, sustainability, and energy performance. Franchisor and Franchisee each recognize and agree that there are changing standards in this area in terms of applicable law, competitors' actions, consumer expectations, obtaining a market advantage, available and affordable solutions, and other relevant considerations. In view of those and other considerations, as well as the long-term nature of this Agreement, Franchisee agrees that Franchisor has the right to periodically set reasonable standards with respect to environmental, sustainability, and energy for the System through the Manual, and Franchisee agrees to abide by those standards.

9.15 With respect to Franchisee's acceptance and processing of customer payments by credit and debit cards, Franchisee agrees to do all of the following:

(a) Franchisee agrees to maintain, at all times, credit-card relationships with the credit- and debit-card issuers or sponsors, check or credit verification services, financial-center services, merchant service providers, and electronic-fund-transfer systems (together, "**Credit Card Vendors**") that Franchisor may periodically designate as mandatory. The term "Credit Card Vendors" includes, among other things, companies that provide services for electronic payment, such as near field communication vendors (for example, "Apple Pay" and "Google Wallet").

(b) Franchisee agrees not to use any Credit Card Vendor for which Franchisor has not given Franchisee its prior written approval or as to which Franchisor has revoked its earlier approval.

(c) Franchisor has the right to modify its requirements and designate additional approved or required methods of payment and vendors for processing such payments, and to revoke its approval of any service provider.

(d) Franchisee agrees to comply with all of Franchisor's policies regarding acceptance of payment by credit and/or debit cards, including, for example, minimum purchase requirements for a customer's use of a credit card (Franchisor may set these requirements in the Manual).

(e) Franchisee agrees to comply with Franchisor's requirements concerning data collection and protection, as specified in Section 9.11 above.

(f) Franchisee agrees to comply with the then-current Payment Card Industry Data Security Standards as those standards may be revised and modified by the PCI Security Standards Council, LLC (see www.pcisecuritystandards.org), or any successor organization or standards that Franchisor may reasonably specify. Among other things, Franchisee agrees to implement the enhancements, security requirements, and other standards that the PCI Security Standards Council (or its successor) requires of a merchant that accepts payment by credit and/or debit cards.

## ARTICLE 10 - BEST EFFORTS AND PERSONAL PARTICIPATION

Each of Franchisee and the Principals shall diligently and fully fulfil its obligations under this Agreement in every manner and will not engage in any other business or activity apart from the Business without the prior written consent of Franchisor. Franchisee shall devote the majority of its time and attention to operating the business and shall ensure that the Business is at all times under the direct, on-premises supervision of Franchisee or a trained and competent manager who has completed Franchisor's training program and is otherwise acceptable to Franchisor. If two (2) or more persons are Franchisee or the Principals, their obligation and liability to Franchisor shall be joint and several.

## ARTICLE 11 - PAYMENTS

11.1 Franchisee shall pay to Franchisor an initial franchise fee for Franchise herein granted upon signing this Agreement, less any deposit heretofore paid to Franchisor pursuant to the Option Agreement entered into by Franchisor and Franchisee, in connection with Franchise. The initial franchise fee shall be calculated based on the number of persons within the Territory as follows:

| Population | Franchise Fee |
|---|---|
| 125,000 or Fewer | $29,000 |
| Over 125,000 | Add $1,000<br>for each increment of 25,000 persons |

Subject to the provisions of Sections 1.3 and 3.1, the initial franchise fee shall be fully earned by Franchisor upon execution hereof and be non-refundable.

11.2 In consideration of Franchisor granting Franchise to Franchisee, Franchisee shall pay to Franchisor in each and every year during the Term of this Agreement, royalties based on the number of trucks used by Franchisee in connection with the Business ("**Vehicle**" or "**Vehicles**"), equal to the following amounts:

(a) Monthly payment during the first year of the Agreement: $500 per Vehicle.
(b) Monthly payment during the second year of the Agreement: $750 per Vehicle.
(c) Monthly payment during the third year of the Agreement: $1,000 per Vehicle.

(d) Monthly payment during the fourth year and each subsequent year of the Agreement: $1,000 per Vehicle, plus annual adjustment for the Index.

The royalties required under this Section 11.2 shall be paid as provided in Section 11.4 monthly on the first day of each month commencing on the first day of the month following the date of this Agreement, in each year during the Term of this Agreement.

11.3 In addition to the monies payable pursuant to the foregoing Sections of this Article 11, in order to contribute to Franchisor's cost of the Advertising Programs referred to in Article 5, Franchisee agrees to pay to Franchisor advertising contributions ("Advertising Contributions") in the following amounts:

(a) Annual payment for the first year of the Agreement: $1,200 per Vehicle.
(b) Annual payment for the second year of the Agreement: $1,800 per Vehicle.
(c) Annual payment for the third year of the Agreement: $2,400 per Vehicle.
(d) Annual payment for the fourth year and each subsequent year of the Agreement: $2,400 per Vehicle, plus annual adjustment for the Index.

The Advertising Contributions shall be paid as provided in Section 11.4 by monthly installments on the 15th of the month, in the first year of this Agreement commencing in the month following the date of this Agreement, and then in each additional year during the Term of this Agreement, beginning on January 15. All Advertising Contributions, together with amounts contributed by our other franchisees shall be maintained in a separate fund administered by Franchisor. Such funds shall be applied for the purpose of advertising and promoting the licensed and company-owned operations associated with the Marks and producing such advertisement and promotion. However, Franchisor cannot and does not ensure that any particular franchisee will benefit directly or pro-rata from the placement of advertising and promotion. Franchisor may consult with its franchisees from time to time concerning the Advertising Programs to be established by Franchisor and, for that purpose, may invite franchisees to participate in a franchisee advisory board. The cost of establishing and maintaining such an advisory board may be charged to the Fund. Notwithstanding any such consultation with franchisees, Franchisor shall make all decisions concerning advertising and promotion in its absolute discretion. Franchisor's cost of establishing and maintaining such an advisory board and administering the Fund may be charged to the Fund.

11.4 Franchisee shall establish an arrangement for electronic funds transfer or deposit of any payments required under this Agreement. Franchisee shall execute and deliver to Franchisor Franchisor's current form of "Authorization Agreement for Prearranged Payments (Direct Debits)," a copy of which is attached to this Agreement as **Exhibit C**, and Franchisee shall comply with the payment and reporting procedures specified by Franchisor.

11.5 Any payment or report not actually received by Franchisor (or the appropriate marketing fund) on or before such date shall be deemed overdue. If any payment is overdue, Franchisee shall pay Franchisor, in addition to the overdue amount, interest on such amount from the date it was due until paid, at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less. Entitlement to such interest shall be in addition to any other remedies Franchisor may have.

11.6 Franchisee on a monthly basis shall provide Franchisor (in an electronic format acceptable to Franchisor) with the names and addresses of all customers of Franchisee and shall update such customer list on a weekly basis. Franchisor or its representatives shall have the right to inspect

the Business books and records, at all reasonable times, to ensure that Franchisee is complying with the terms of this Article 11.

11.7 Franchisee shall pay Franchisor an initial training fee of Seven Hundred and Fifty Dollars ($750) for each trainee that Franchisee may request to participate in the initial training program in addition to the designated number of trainees that Franchisor is willing to train at no additional cost (i.e., two persons for a territory of one hundred and twenty five thousand (125,000) persons or less, or three persons for a territory of one hundred and twenty five thousand (125,000) persons or more).

11.8 Franchisee agrees to promptly pay when due all taxes levied or assessed, including, without limitation, unemployment and sales taxes, and all accounts and other indebtedness of every kind that Franchisee incurs in the conduct of the business franchised under this Agreement. Franchisee agrees to pay to Franchisor an amount equal to any sales tax, gross receipts tax, or similar tax (other than income tax) imposed on Franchisor with respect to any payments that Franchisee makes to Franchisor as required under this Agreement, unless the tax is credited against income tax that Franchisor otherwise pays to a state or federal authority.

11.9 Franchisor has the right to adjust, for inflation, all fixed dollar amounts under this Agreement (except for the initial franchise fee and the royalty fee during the first three years of this Agreement) once a year. For the purpose of this Agreement, the term "**Index**" means the Consumer Price Index (1982 84=100; all items; CPI-U; all urban consumers) as published by the U.S. Bureau of Labor Statistics ("**BLS**"). If the BLS no longer publishes the Index, then Franchisor will have the right to designate a reasonable alternative measure of inflation to determine the Index.

## ARTICLE 12 - MARKS

12.1 Franchisee acknowledges that Franchisor is the sole owner of the Marks and that Franchisee's right to use the Marks is derived solely from this Agreement and all usage thereof by Franchisee and any and all goodwill engendered or established thereby shall inure to the exclusive benefit of Franchisor. Franchisee shall not, in any way, do anything to infringe upon, harm or contest the rights of Franchisor in and to the Marks or contest their validity.

12.2 Franchisee agrees to use the Marks in full compliance with rules prescribed from time to time by Franchisor. Franchisee shall not use any of the Marks as part of any corporate name or with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos licensed to Franchisee hereunder), nor may Franchisee use the Marks in connection with the sale or any unauthorized product or service or in any other manner not explicitly authorized in writing by Franchisor.

12.3 Franchisee shall not make any alterations to the colour scheme and identification of any vehicle used in connection with the Business except in the course of repainting or repairing such vehicle. Vehicles shall at all times be painted and bear the lettering and insignia, designated from time to time by Franchisor.

12.4 During the term of this Agreement and any renewal of this Agreement, Franchisee shall identify itself (in a manner reasonably acceptable to Franchisor) as the owner of Franchise in conjunction with any use of the Marks, including, but not limited to, uses on invoices, order forms, receipts, and contracts, as well as the display of a notice in such content and form and at such conspicuous locations on vehicles and elsewhere as Franchisor may designate in writing.

12.5 With respect to any dispute involving the Marks, the parties agree that:

(a) Franchisee shall promptly notify Franchisor of any unauthorized use or suspected infringement of the Marks, any known challenge to the validity of the Marks, or any known challenge to Franchisor's ownership of, or Franchisee's right to use, the Marks licensed hereunder. Franchisee acknowledges that Franchisor shall have the sole right to direct and control any resolution of the dispute including, without limitation, an administrative proceeding, litigation involving the Marks, or settlement thereof. Franchisor shall also have the sole right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks.

(b) Franchisor will defend at its own expense any action against Franchisee brought by a third party to the extent that the action is based upon a claim that the Marks, when used in accordance with this Agreement, infringe any U.S. trademark rights of a third party, and Franchisor will pay those costs and damages finally awarded against Franchisee in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing is conditioned on (a) Franchisee notifying Franchisor promptly in writing of such action, (b) Franchisee giving Franchisor sole control of the defense thereof and any related settlement negotiations, and (c) Franchisee cooperating and, at Franchisor's reasonable request and expense, assisting in such defense; provided that Franchisee will bear the salary costs of its employees participating in the dispute. To the extent that such action is the result of Franchisee's use of the Marks in a manner inconsistent with the terms of this Agreement, Franchisee shall reimburse Franchisor for the cost of defending such action (or, upon Franchisor's written request, pay Franchisor's legal fees directly), including without limitation attorney's fees, as well as the cost of any judgment or settlement. If any of the Marks becomes, or in Franchisor's opinion is likely to become, the subject of an infringement claim, Franchisor may, at its option and expense, either (x) procure for Franchisee the right to continue to use the Marks, (y) replace or modify such Mark so that it becomes non-infringing, or (z) cancel Franchisee's right to use such Mark. Notwithstanding the foregoing, Franchisor will have no obligation under this Section 12.5(b) or otherwise with respect to any infringement claim based upon (i) any unauthorized use or reproduction of the Marks, (ii) any use of the Marks in combination with other marks, logos, service marks not supplied by Franchisor, (iii) any use or reproduction of the Marks other than the most current Mark made available to Franchisee, or (iv) any modification of the Mark by any person other than Franchisor or its authorized agents or contractors. This Section 12.5(b) states Franchisor's entire liability, and Franchisee's sole and exclusive remedy, for infringement claims and actions involving the Marks.

12.6 If it becomes advisable at any time in the sole discretion of Franchisor for Franchisee to modify or discontinue use of any of the Marks or to use one or more additional or substitute trademarks or trade names, then Franchisee agrees to do so and the sole obligation of Franchisor in any such event shall be to reimburse Franchisee for its out-of-pocket costs of complying with this obligation. Franchisor shall have the right to participate in, and to control, any litigation or proceeding involving the Marks (including the right to compromise or settle such litigation or proceeding) to the extent Franchisor deems necessary or advisable and Franchisee agrees to fully cooperate with Franchisor and to execute and deliver to Franchisor such documents and do such things, as in the opinion of Franchisor, may be necessary.

## ARTICLE 13 – INDEPENDENT CONTRACTOR, INSURANCE

13.1 The parties acknowledge and agree that:

(a) this Agreement does not create a fiduciary relationship between them;

(b) that Franchisee will be an independent contractor;

(c) Franchisee is the only party that is in day-to-day control of the Business, even though Franchisor will share the brand and Marks as specified in this Agreement, and neither this Agreement nor any of the systems, guidance, processes, or requirements under which Franchisee operates alter that basic fact;

(d) nothing in this Agreement is intended to make either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever; and

(e) 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, nor vice versa.

13.2 Franchisee shall, before commencement of operations, acquire and thereafter maintain at all times in full force and effect, insurance not less than the following coverages in the following minimum amounts:

(a) Employer's Liability and Workers' Compensation as prescribed by law; and

(b) Comprehensive general liability coverage on an occurrence basis from a reputable insurance company having assets in excess of One-half Billion Dollars ($500,000,000) or other insurer approved by Franchisor with at least a One Million Dollar ($1,000,000) single limit coverage on the following risks:

(i) Bodily Injury to or death of one or more persons;

(ii) Damage or destruction to property of customers and others;

(iii) Public Liability;

(iv) Products liability; and

(v) Such other risks as may be required by law including, without limitation, all applicable environmental legislation for the Territory and location of Franchise; and

(c) Motor vehicle liability coverage, in the amount of at least $2,000,000, single limit on each owned, non-owned or hired vehicle used by Franchisee; and

(d) Business interruption insurance in the amounts required by Franchisor; and

(e) Such other insurance as Franchisor may require or as required by applicable law.

13.3 Franchisee hereby authorizes and permits Franchisor to administer and purchase the required minimum insurance on behalf of Franchisee should Franchisor decide to do so. Franchisor may, at its sole option but without obligation, obtain all or any part of the insurance required by Section 13.2 to be obtained by Franchisee in the name of and on behalf of Franchisee and for Franchisee's account, and Franchisee will reimburse Franchisor forthwith upon demand for all premiums and other charges paid by Franchisor with respect to any such insurance so obtained by it. If Franchisor receives notice from any insurer regarding impending cancellation or lapse of any required insurance due to the non-payment by Franchisee of any premium instalments Franchisor may, at its sole option but without obligation, pay the required premium instalments on behalf of and for the account of Franchisee, and Franchisee will reimburse Franchisor on demand

for all amounts so paid, along with a reasonable fee for so doing. In the interests of greater certainty it is understood and agreed that Franchisor, by placement of the required minimum insurance, assumes no premium expenses nor guarantees any losses sustained. Franchisor may relieve itself of all obligations with respect to such administration of the required insurance coverage by giving ten (10) days' written notice to Franchisee whereupon Franchisee shall thereafter provide, furnish and maintain all such required insurance.

13.4 Franchisee shall name Franchisor as co-insured, on all policies of insurance, and shall furnish Franchisor with duplicate policies or certified copies of policies required herein, prior to commencing operation of the Business. Evidence of payment of premiums shall be delivered to Franchisor at least thirty (30) days prior to the expiration dates of each existing policy of insurance. All policies of insurance obtained by Franchisee shall be in form and with insurers acceptable to Franchisor.

13.5 Notwithstanding the foregoing Sections of this Article 13, Franchisor may at its sole option require Franchisee, in lieu of placing its own insurance as aforesaid, to participate in any blanket insurance coverage maintained by Franchisor, at the sole cost and expense of Franchisee, provided that the cost of such participation to Franchisee shall be reasonably competitive with the cost to Franchisee of placing its own insurance in comparable amounts and with comparable coverage. Franchisor may require Franchisee to pay all premiums for such blanket coverage to Franchisor or to whom Franchisor may from time to time designate in writing. If such blanket coverage is not sufficient or broad enough for the purposes of Franchisee, Franchisee shall be responsible at its sole cost and expense for the placement of such additional insurance as Franchisee may desire.

## ARTICLE 14 - DEFAULT

14.1 Franchisee shall be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to Franchisee, if Franchisee shall become insolvent or makes a general assignment for the benefit of creditors; or if a petition in bankruptcy is filed by Franchisee or such a petition is filed against and not opposed by Franchisee; or if Franchisee is adjudicated a bankrupt or insolvent; or if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee; or if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless unappealed or a supersedeas bond is filed); or if Franchisee is dissolved; or if execution is levied against Franchisee's business or property; or if suit to foreclose any lien or mortgage against Franchise premises or equipment is instituted against Franchisee and not dismissed within thirty (30) days; or if the real or personal property of Franchisee's Business shall be sold after levy thereupon by any sheriff, marshal, or constable.

14.2 Franchisee shall be deemed to be in default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon the delivery of written notice to Franchisee by Franchisor (in the manner set forth under Section 18.2 below), upon the occurrence of any of the following events:

(a) If Franchisee does not successfully complete its initial training, or if Franchisor in its reasonable opinion determines that Franchisee cannot successfully complete such training within a reasonable time period;

(b) If Franchisee shall make or cause to be made a disclosure of any portion of the System in violation of Section 4.4 hereof, or shall make or cause to be made an unauthorized disclosure of any part of the Manual;

(c) If Franchisee shall knowingly use or sell vehicles, products, equipment, supplies and materials other than those designated by Franchisor or which fail to conform to Franchisor's specifications for those vehicles and products or if Franchisee shall fail to sell or use products or vehicles designated by Franchisor;

(d) If Franchisee knowingly denies Franchisor or its representatives the right to inspect the Business at all reasonable times;

(e) If Franchisee fails to pay to Franchisor or any of its affiliates when due any amount owing to Franchisor or any of its affiliates and continues in such default for more than five (5) days;

(f) If Franchisee engages in any conduct or practice that, in the reasonable opinion of Franchisor, reflects unfavourably upon or is detrimental or harmful to the Marks, the System, to the good name, goodwill or reputation of Franchisor or to the Business, reputation or goodwill of any of System Franchisees and Franchisee fails to cease such conduct or practice within five (5) days of receipt of notice from Franchisor.

(g) If Franchisee has received from Franchisor during any consecutive eight (8) month period three (3) or more notices relating to a default hereunder (whether such notices relate to the same or different defaults and whether or not such defaults have been remedied by Franchisee);

(h) If Franchisee abandons its franchise or the Business is not operated continuously, or operated outside the Territory or in violation of any applicable law;

(i) If Franchisee, in the opinion of Franchisor, made a material misrepresentation in its franchise application;

(j) If Franchisee or any of its owners is convicted of an indictable offence or offence under consumer protection laws;

(k) If Franchisee makes an unauthorized transfer of the Franchise;

(l) If the deceased/disabled owner's interest in the Franchise is not transferred to an acceptable transferee within required time limit as required by this Agreement; or

(m) If Franchisee is late three (3) times in making any of its payments to Franchisor as required by this Agreement.

(n) If Franchisee fails to have the Franchise open and operational within ninety (90) days following the date of this Agreement.

14.3 Except as otherwise provided in Sections 14.1 and 14.2 above, upon any other default by Franchisee of its obligations hereunder, Franchisor may terminate this Agreement only by giving written notice of termination (in the manner set forth under Section 18.2 below) setting forth the nature of such default to Franchisee at least thirty (30) days prior to the effective date of termination; provided, however, that Franchisee may avoid termination by immediately initiating a remedy to cure such default, curing it to Franchisor's satisfaction, and by promptly providing proof thereof to Franchisor, all within the thirty (30) day period. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to Franchisee effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require.

14.4 Notwithstanding anything contained herein to the contrary, if Franchisor terminates this Agreement pursuant to Subsection 14.2 (a), then Franchisor, Franchisee and the Principals shall each execute and deliver to Franchisor such releases as may be required to fully rescind all agreements between them in respect of the License herein granted, except for the provisions of Article 8 of this Agreement, and Franchisee shall promptly return to Franchisor the Manual and other documents, including any and all copies thereof, furnished to or otherwise obtained by Franchisee in connection with the License herein granted. Upon compliance with the foregoing, Franchisor shall refund to Franchisee all amounts paid to Franchisor hereunder, less the sum of Five Thousand Dollars ($5,000) in reimbursement of expenses incurred by Franchisor pursuant to this Agreement, including legal fees.

## ARTICLE 15 - EFFECT OF TERMINATION

15.1 Upon termination or expiration of this Agreement, Franchisee shall, within seven (7) days after the effective date of termination, or expiration, pay:

(a) to Franchisor such royalties, advertising fees, amounts owed for merchandise and supplies purchased from Franchisor or its subsidiaries or affiliated companies, and amounts owed in respect of advances made from time to time by Franchisor on behalf of Franchisee pursuant to Section 7.3 hereof or otherwise to satisfy the claims of trade creditors of the Business;

(b) to all trade creditors of the Business such monetary obligations and amounts owed for inventory, vehicles, supplies, furniture, fixtures, equipment and otherwise purchased or leased from such trade creditors; and

(c) such other charges as have or will thereafter become due either hereunder or in pursuance of arrangements made with such trade creditors and which are then unpaid.

15.2 Franchisee further agrees that immediately upon termination or expiration of this Agreement, it will:

(a) cease operating the Business and using the Marks;

(b) as to property of Franchisee, obscure the Marks from the possibility of public view or, at the option of Franchisor, surrender to Franchisor or destroy all materials bearing the Marks;

(c) return all copies of the Manual, all confidential information, training aids, any other loaned material, business records, software, brochures and all current customer lists to Franchisor;

(d) take such action as may be required to cancel all assumed name or equivalent registrations relating to the use of the Marks and to notify the telephone company and all listing agencies of the termination or expiry of Franchisee's right to use any telephone number and any classified and other directory listings associated with the Marks or with the Business and to authorize transfer of same to and vesting in Franchisor or its designee as Franchisor may direct in writing. To facilitate the completion of any such transfer, Franchisee further agrees that upon the request of Franchisor, Franchisee shall pay to the telephone company and directory publisher all charges and other amounts which may be payable in connection with the telephone numbers being so transferred up to and including the date of transfer. Franchisee agrees to reimburse Franchisor upon demand for all amounts paid by Franchisor on account of any such charges as a result of

Franchisee's failure to pay same, together with interest thereon as provided in this Agreement for overdue amounts. Upon request of Franchisor at any time during the Term of this Agreement, Franchisee shall execute and deliver to Franchisor such form of telephone number transfer as Franchisor may require to be held for use in accordance with the provisions of this Section 15.2(d).

(e) if it retains possession of the vehicles used in the Business, at its expense, make such reasonable modifications in the exterior decor thereof as Franchisor deems necessary to minimize its identification as a licensee of Franchisor. If Franchisee fails to comply with this obligation, Franchisor and its representatives shall have the right to enter upon the premises where the vehicle(s) is/are and make such modifications thereto at Franchisee's expense without thereby being regarded as committing any trespass or other illegal act and neither Franchisor nor any other person purporting in good faith to act in accordance with the authority granted by this Section 15.1(e) shall be liable in any manner to Franchisee for so doing.

(f) not directly or indirectly in any manner identify itself, the premises which were occupied by the Business or any other premises, business or vehicles as a franchisee of or otherwise associated with Franchisor or use in any manner or for any purpose any Marks or other indicia of Franchisor.

15.3 Upon termination or expiration of this Agreement, Franchisor shall have the option, exercisable for thirty (30) days, to purchase from Franchisee at fair market value all approved fixtures, vehicles, equipment and signs in good repair and working order and all approved and usable supplies and materials and saleable merchandise used in the operation of the Business. For the purposes of this Section, the fair market value of inventory and supplies shall be the lower of cost (determined on a first-in, first-out basis) and net realizable wholesale value. The purchase price for any assets being purchased hereunder shall not contain any factor or increment for goodwill and other intangibles. Franchisor may exclude from the assets purchased under this Section any items which, in the reasonable opinion of Franchisor are obsolete, damaged or otherwise not in marketable or useable condition. If Franchisor and Franchisee cannot agree upon the fair market value of such assets within a period of ten (10) days following the exercise of such option by Franchisor, then an independent appraiser shall be designated by Franchisor to do so and his determination shall be binding on Franchisor and Franchisee, and no appeal shall lie therefrom. If Franchisor elects to exercise its option to purchase assets hereunder, it shall be entitled to set-off against the purchase price all amounts due from Franchisee under this or any other agreement with Franchisee, together with the costs of appraisal of the assets. If Franchisor exercises its option to purchase assets, the transaction of purchase and sale shall be closed on a date to be determined by Franchisor, within five (5) days of the date that the purchase price for the assets is finally determined. The transaction of purchase and sale shall be completed in accordance with all applicable bulk sales legislation (in such manner as will entitle Franchisor to pay the full purchase price directly to Franchisee to the exclusion of other persons) and Franchisee shall deliver against payment of the purchase price for the assets a bill of sale with the usual covenants as to title together with such other documents as may be necessary or desirable in the reasonable opinion of Franchisor to complete the transaction of purchase and sale.

## ARTICLE 16 - ASSIGNMENT

16.1 This Agreement is fully assignable by Franchisor without Franchisee's consent and shall inure to the benefit of any assignee or other legal successor to the interests of Franchisor herein.

16.2 This Agreement and Franchise granted hereby are personal to Franchisee and neither this Agreement, any part of the ownership of Franchisee (which shall mean and include shares of Franchisee, securities convertible thereto, and proprietorship and partnership interests) nor any

fixture, equipment, vehicle, sign or other asset of the Business may be voluntarily, involuntarily, directly or indirectly assigned or otherwise transferred, pledged, mortgaged or otherwise encumbered, whether by operation of law, by bequest, inheritance or transfer in trust, or by any other means whatsoever (a "Transfer") by Franchisee or a Principal (excluding only the sale of merchandise in the ordinary course of business) without the prior written approval of Franchisor, and any such Transfer without such approval shall constitute a breach hereof. This Agreement does not give Franchisee the right to grant a sub-franchise or any similar right.

16.3 In determining whether to grant or to withhold consent to a Transfer, Franchisor may consider in relation to each prospective transferee, by way of illustration and not limitation, the following:

(a) work experience and aptitude;

(b) financial background and standing, both with respect to the magnitude of the proposed purchase price for the Business relative to the prospective transferee's apparent ability to maintain adequate working capital therein and otherwise;

(c) the character of the prospective transferee;

(d) ability to properly manage the Business and to personally devote full time and best efforts to managing the Business;

(e) residence in the locality of the Business;

(f) equity interest in the Business;

(g) conflicting interests; and

(h) such other criteria and conditions as Franchisor shall at such time, apply in the case of an application for a new franchise to operate a Business.

16.4 Franchisor's consent to a Transfer shall also be conditional upon:

(a) Franchisee not being in default under this Agreement;

(b) Franchisee and Principals executing and delivering to Franchisor on or before completion of the Transfer:

(i) a general release of any claims they may have against the Franchisor, its affiliates and their officers, directors, agents and employees of Franchisor;

(ii) a non-competition covenant made in favour of the proposed transferee as well as Franchisor; and

(iii) a subordination and postponement agreement of any and all claims by Franchisee against the transferee in favour of any and all royalty payment and other obligations of the transferee, both present and future, in favour of Franchisor;

all in form and terms contemplated by other provisions of this Agreement or, failing same, as prescribed by Franchisor;

(c) satisfactory completion by the proposed transferee of Franchisor's training requirements;

(d) compliance with any applicable bulk sales legislation; and

(e) the transferee and all persons having any direct or indirect interest in the transferee signing an agreement in form and substance satisfactory to Franchisor, by which they personally assume full and unconditional liability for and agree to perform from the date of such transfer, all obligations, covenants and agreements contained in this Agreement to the same extent as if they had been original parties to this Agreement.

Upon each Transfer of this Agreement to any person or persons under the terms and conditions of this Article, the royalties and advertising contributions owing to Franchisor after the date of such Transfer shall automatically be adjusted to the then prevailing royalties and advertising contributions required under new Franchises granted by Franchisor for similar businesses at the time of such Transfer.

16.5 A Transfer shall not be completed unless and until Franchisee shall have settled all outstanding accounts with Franchisor and all trade creditors of the Business, and Franchisee shall have paid to Franchisor a transfer fee to offset, among other things, the cost of training the purchaser and such other expenses attendant upon such Transfer, in an amount equal to the greater of: (a) Fourteen Thousand Five Hundred Dollars ($14,500), or (b) six percent (6%) of the total value of the Transfer transaction.

16.6 Without in any way derogating from Franchisor's right to reject a proposed Transfer pursuant to this Article, if at any time or times during the Term of this Agreement, Franchisee or a Principal obtains a bona fide arm's length offer (the "Offer") to acquire the whole or any part of its or his interest in this Agreement, the property and assets used in connection with the Business or any ownership interest in Franchisee, which Franchisee or Principal wishes to accept, then Franchisee shall promptly give written notice thereof to Franchisor, together with a true copy of the Offer. Upon receipt of such notice and true copy of Offer, Franchisor shall have the option of purchasing the property forming the subject matter thereof upon the same terms and conditions as those set out in the Offer, except that there shall be deducted from the purchase price the amount of any commission or fee that would otherwise have been payable to any broker, agent or other intermediary in connection with the sale of such property to the offeree, and Franchisor shall have the right to substitute the cash equivalent of any other form of consideration specified in the Offer and shall have the further right to pay the entire purchase price in full at closing. Franchisor may exercise its option at any time within thirty (30) days after receipt of the said notice and true copy of Offer by giving written notice to that effect to Franchisee or Principal (as the cast may be). If Franchisor declines to exercise such option and if such transfer is otherwise approved by Franchisor, then Franchisee or Principal may complete the transfer to the third party purchaser in accordance with the terms of the Offer and in accordance with the terms of this Article. Notwithstanding the terms of the Offer, such transaction must be completed within thirty (30) days of the date on which Franchisor notifies Franchisee or Principals of its approval of such transaction. If the transaction is not completed within such period, then the foregoing provisions of this Section shall apply again in respect of the proposed transfer and so on from time to time.

16.7 Upon the death or permanent disability of a shareholder of Franchisee during the Term of this Agreement, s/he or her/his estate shall within ninety (90) days thereafter sell to the remaining shareholders all of his shares in the capital of Franchisee, for such price and upon such other terms and conditions as may be agreed upon by the vendor and the purchaser; provided that such transfer of shares shall be subject to Franchisor's written consent in accordance with the foregoing provisions, conditions and restrictions of this Article regarding *inter vivos* transfers. Upon the death or permanent disability of the last of the shareholders of Franchisee during the Term of this Agreement, Franchisee shall within (90) days thereafter assign all of its right, title and interest in and to this Agreement and the property and assets used in connection with the Business to another person acceptable to Franchisor, in accordance with the foregoing provisions, conditions and restrictions of this Article regarding inter vivos transfers. If the

disposition of any shares or assets as aforesaid has not taken place within ninety (90) days as required by the foregoing provisions of this Article, then Franchisor shall thereafter have the continuing option, exercisable upon ten (10) days' notice in writing to Franchisee, of terminating this Agreement, in which event the provisions of Article 15 shall apply. Alternatively, Franchisor shall have the option to manage the Business, and to charge Franchisee's estate or representative a reasonable management fee for so doing, until such time that it is transferred or this Agreement is otherwise terminated in accordance with this Agreement. For the purposes of this Section, a shareholder shall be deemed to be permanently disabled if his normal participation in the Business is for any reason curtailed by reason of mental or physical disability for a cumulative period of ninety (90) days in any consecutive period of twelve (12) months during the Term of this Agreement.

16.8 All materials for an offering of stock, ownership, and/or partnership interests in Franchisee or any of Franchisee's affiliates that are required by federal or state law must be submitted to Franchisor for review as described below before such materials are filed with any government agency. Any materials to be used in any exempt offering must be submitted to us for such review before their use.

(a) Franchisee agrees that: (a) no offering by Franchisee or any of its affiliates may imply (by use of the Proprietary Marks or otherwise) that Franchisor is participating in an underwriting, issuance, or offering of Franchisee's securities or its affiliates; (b) Franchisor's review of any offering will be limited solely to the relationship between Franchisee and Franchisor (and, if applicable, any of Franchisee's affiliates and Franchisor); and (c) Franchisor will have the right, but not the obligation, to require that the offering materials contain a written statement that Franchisor requires concerning the limitations stated above.

(b) Franchisee (and the offeror if Franchisee is not the offering party), Franchisee's principals, and all other participants in the offering must fully indemnify Franchisor, its parent, subsidiaries, affiliates and their respective shareholders, officers, directors, agents and employees harmless in connection with the offering.

(c) For each proposed offering, Franchisee agrees to pay Franchisor a non-refundable fee of Five Thousand Dollars ($5,000) or such greater amount as is necessary to reimburse Franchisor for its reasonable costs and expenses (including legal and accounting fees) for reviewing the proposed offering.

(d) Franchisee agrees to give Franchisor written notice at least thirty (30) days before the date that any offering or other transaction described in this Section 16.8 commences. Any such offering will be subject to all of the other provisions of this Section 16; and further, without limiting the foregoing, it is agreed that any such offering will be subject to Franchisor's approval as to the structure and voting control of the offeror (and Franchisee, if Franchisee is not the offeror) after the financing is completed.

(e) Franchisee must also, for the remainder of the term of the Agreement, submit to Franchisor for Franchisor's review and prior written approval all additional securities documents Franchisee is required to prepare and file (or use) in connection with any offering of stock, ownership, and/or partnership interests. Franchisee must reimburse Franchisor for Franchisor's reasonable costs and expenses Franchisor incurs in connection with the review of those materials.

16.9 No interest in the subject matter of any Transfer referred to in this Article may be retained by the vendor as security for the payment of any obligations that may arise as a result of such transfer.

## ARTICLE 17 - GUARANTY

17.1 If Franchisee is a corporation, limited liability company, partnership, limited liability partnership, or other form of entity, then each principal of Franchisee ("**Principal**"), and the interest of each Principal in Franchisee, shall be identified in **Exhibit D** hereto. Franchisee represents and warrants that its owners are as set forth on **Exhibit D** attached to this Agreement, and covenants that it will not permit the identity of such owners, or their respective interests in Franchisee, to change without complying with this Agreement. Franchisor shall have the right to designate any person or entity which owns a direct or indirect interest in Franchisee as a Principal, and **Exhibit D** shall be so amended automatically upon notice thereof to Franchisee.

17.2 Each present and future Principal (including but not limited to shareholders of a corporate Franchisee, members member of a limited liability company Franchisee, partners in a partnership or a limited liability partnership Franchisee) shall jointly and severally guarantee Franchisee's performance of each and every provision of this Agreement by executing the Guarantee in the form attached to this Agreement as **Exhibit E**, provided, however, that no Guarantee shall be required from a person who acquires Franchisee's securities (other than a controlling interest) if and after Franchisee becomes registered under the Securities Exchange Act of 1934.

## ARTICLE 18 - GENERAL CONTRACT PROVISIONS

18.1 No waiver by Franchisor of any default in performance on the part of Franchisee, or a like waiver by Franchisor of any breach or a series of breaches, shall constitute a waiver of any subsequent breach or default or a waiver of the terms of this Agreement.

18.2 Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by registered mail, or by other means which affords the sender evidence of delivery, or of rejected delivery, to the respective parties at the addresses shown on the signature page of this Agreement, unless and until a different address has been designated by written notice to the other party. Any notice by a means which affords the sender evidence of delivery, or rejected delivery, shall be deemed to have been given at the date and time of receipt or rejected delivery.

18.3 Franchisee covenants and agrees that in the event Franchisor shall become a party to any claim, demand or penalty or become a party to any suit or other judicial or administrative proceeding by reason of any act or omission of Franchisee, or those for whom Franchisee is in law responsible, or by reason of an omission with respect to the Business, or the breach by Franchisee or the Principals of this Agreement, Franchisee shall indemnify and hold Franchisor, its parent, subsidiaries, affiliates and their respective shareholders, officers, directors, agents and employees harmless against all judgments, settlements, penalties, costs and expenses, including solicitors' fees and disbursements, court costs and other expenses of litigation or other judicial or administrative proceedings, incurred by or imposed upon Franchisor in connection with the investigation or defence relating to such claim or litigation or administrative proceeding and, at the election of Franchisor, Franchisee shall also defend Franchisor at Franchisee's sole cost and expense.

18.4 All references in this Agreement to the singular shall include the plural where applicable and all references to the masculine shall include the feminine and vice-versa. Either reference shall include the neuter. As used in this Agreement, "person" includes an individual, a trust, a partnership, a body corporate and politic, an association and any other incorporated or unincorporated organization or entity. If for any reason any part of this Agreement shall be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if this Agreement had been

executed with the invalid portion eliminated. In the event that any material provision of this Agreement shall be stricken or declared invalid as aforesaid, Franchisor reserves the right to terminate this Agreement.

18.5 This Agreement (including any schedules and appendices hereto) constitutes the entire agreement between the parties hereto and supersedes any and all other prior or contemporaneous agreements, either oral or in writing, made between them with respect to the subject matter hereof. No interpretation, change, termination or waiver of any of the provisions hereof shall be binding upon Franchisor or Franchisee unless in writing signed by an officer of Franchisor. No modification, waiver, termination, rescission, discharge or cancellation of this agreement shall affect the right of any party to enforce any claim or right hereunder, whether or not liquidated, which accrued prior to the date of such modification, waiver, termination, rescission, discharge or cancellation. Notwithstanding the foregoing, Franchisor may amend the System or the Manual from time to time as provided in this Agreement. Nothing in this Agreement or in any related agreement is intended, however, to disclaim the representations we made in the franchise disclosure document that we furnished to you.

18.6 This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties.

18.7 The parties hereto shall execute such other and further documents and assurances or cause same to be executed and delivered in order to give full effect to the provisions of this Agreement.

18.8 The parties agree that the State of New York has a deep and well developed history of business decisional law. For this reason, the parties agree that all relations between Franchisor and Franchisee, and any and all disputes between Franchisor and Franchisee, whether sounding in contract, tort, or otherwise, are to be exclusively construed in accordance with and/or governed by the laws of the State of New York (without reference to and without applying New York (or any other) choice of law conflicts of law principles) (except to the extent governed by the US Trademark Act of 1946 (the Lanham Act; 15 U.S.C. § 1050, et seq.), as amended). If, however, any provision of this Agreement would not be enforceable under the laws of New York, and if the Business is located outside of New York and the provision would be enforceable under the laws of the state in which the Business is located, then the provision in question (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Section 18.8 is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant," unfair competition, fiduciary or any other doctrine of law of the State of New York or any other state which would not otherwise apply absent this Section 18.8.

18.9 Except as otherwise provided in Section 18.12 below, the parties agree that no civil action, lawsuit, or other dispute will be commenced in a court of law until the matter has been submitted to non-binding mediation conducted by the JAMS Alternative Dispute Resolution Center in Washington, DC, in accordance with JAMS' then-current rules for mediation of commercial disputes. Both parties agree to cooperate in connection with any such mediation, and understand that they will be required to sign a confidentiality agreement before participating in any mediation proceeding. The mediation will take place in Washington, DC (unless we mutually agree to mediate in another city). Once either party has submitted a dispute to mediation, the obligation to attend will be binding on both parties. Each party will bear its own costs with respect to the mediation. The fee for the mediation, however, will be split equally.

18.10 Franchisee and its owners must file any suit against Franchisor, and Franchisor may file any suit against Franchisee, only in the federal or state court with jurisdiction over New York County, New York or the place where Franchisor's principal US office is located at the time the suit is filed. The parties waive all questions of personal jurisdiction and venue for the purpose of carrying out this provision.

18.11 No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

18.12 Nothing herein contained shall bar the right of Franchisor or Franchisee to obtain injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

18.13 **Franchisor and Franchisee irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either of them against the other, whether or not there are other parties in such action or proceeding.**

18.14 **Any and all claims and actions arising out of or relating to this Agreement, the relationship of Franchisee and Franchisor, or Franchisee's operation of Franchise, brought by any party hereto against the other, shall be commenced within one (1) year from the occurrence of the facts giving rise to such claim or action, or, it is expressly acknowledged and agreed by all parties, such claim or action shall be irrevocably barred; provided, however, that the parties agree that this Section 18.14 shall not apply to a claim by Franchisor or Franchisee seeking indemnification under this Agreement.**

18.15 **Franchisor and Franchisee hereby waive to the fullest extent permitted by law any right to or claim of any punitive or exemplary damages against the other, and agree that in the event of a dispute between them each shall be limited to the recovery of any actual damages sustained by it.**

18.16 **All actions, lawsuits, and/or claims shall be conducted on an individual basis, and not as part of a consolidated, common, or class action.**

18.17 Franchisee shall pay to Franchisor all damages, costs and expenses (including without limitation reasonable attorneys' fees) that Franchisor incurs subsequent to the termination or expiration of the franchise granted under this Agreement in: (a) obtaining injunctive or other relief for the enforcement of any provisions of this Agreement (including without limitation Article 8 above); and/or (b) successfully defending a claim that Franchisor defrauded Franchisee into signing this Agreement, that the provisions of this Agreement are not fair, were not properly entered into, and/or that the terms of this Agreement do not govern the parties' relationship.

18.18 Time shall be of the essence of this Agreement and of every part hereof.

## ARTICLE 19 - ACKNOWLEDGEMENT

19.1 Franchisee acknowledges each and all of the following:

(a) Franchisee has received the Franchise Disclosure Document that is required under the Federal Trade Commission Franchise Rule at least fourteen (14) calendar days before the date on which this Agreement was executed;

(b) no representation has been made by Franchisor as to the future profitability of the Business; Franchisee has received a copy of this Agreement, and has read and understood this Agreement the exhibits to this Agreement;

(c) Franchisee received a copy of this Agreement with all of the blank lines therein filled in before the date on which this Agreement was executed;, and with ample time within which to review the Agreement and to consult with advisors of Franchisee's own choosing (such as an accountant and an attorney) about the potential benefits and risks of entering into this Agreement;

(d) before signing this Agreement, Franchisee has had ample opportunity to independently investigate all representations made by Franchisor relating to the System;

(e) that this Agreement supersedes and replaces any and all other agreements, representations, respecting the Business and contains all the terms, conditions and obligations of the parties with respect to the grant of this Agreement; and

(f) that Franchisor is the sole owner of the Marks, trade names and goodwill associated therewith, and Franchisee acquires no right, title or interest in the Marks, trade names and goodwill other than in the right to use them only in the manner and to the extent prescribed and approved by Franchisor.

19.2 The parties acknowledge that Franchisor shall have the right to retain for itself the full benefit of any volume rebate, Allowance, discount, advertising allowance or other concession received by Franchisor from any supplier of goods, vehicles, products and services to Franchisee or to any other licensee of the System as a result of any purchase of goods, vehicles, products or services by Franchisee or such other licensee without any obligation to disclose or account therefor to Franchisee, but Franchisor may, in its sole and unfettered discretion, make available any part or all of any such volume rebate, discount, Allowance or other concession for distribution to or apportionment among any group or all of System Franchisees as it may deem fit, acting reasonably.

19.3 Franchisee acknowledges and agrees to all of the following:

(a) Franchisor will collect financial, personal, and other information from Franchisee and the Principals ("**Information**") in several ways, such as through application forms, surveys, inspection reports, emails, communications between Franchisee and Franchisor, from information submitted by Franchisee to Franchisor and from information collected by Franchisor from references, search agencies, financial institutions, credit reporting agencies and other sources.

(b) Any Information collected by Franchisor will be used by Franchisor to provide services under this Agreement and other agreements, to protect the Confidential Information, and to ensure Franchisee complies with this Agreement and other applicable agreements and laws. Franchisee also acknowledges that the Information may be distributed to third parties including landlords, financial institutions, financial and legal advisors and government licensing bodies for any of the same purposes.

(c) Franchisor may collect, use, and disclose the Information at any times during the Term or exercised renewal term for any of the above purposes set-out in this Section 19.3.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have duly signed and delivered this Agreement in duplicate on the day and year first above written.

Bin There USA, LLC
Franchisor

By:_____

Name:_____

Title:_____

Address for Notices:

Bin There USA, LLC
1645 Finfar Court
Mississauga, Ontario, L5J 4K1 Canada
Telephone: (905) 823-8550
Fax:_____
Attn: President

_____
Franchisee Entity

By:_____

Name:_____

Title:_____

Address for Notices:

_____
_____
Telephone:_____
Fax:_____
Attn:_____

# EXHIBIT A

## TERRITORY

The boundaries of the territory referred to in Article 1 shall be:

North

South

East

West

# EXHIBIT B
## GENERAL SECURITY AGREEMENT

**TO** : **THAT FRANCHISE INC. AND ANY SUBSIDIARY OR AFFILIATE THEREOF** (collectively hereinafter called the "Secured Party")

**GRANTED BY :** (hereinafter called the "Undersigned")

**1.** The Undersigned hereby grants to the Secured Party a security interest in the property and proceeds thereof of the assets of the Undersigned used in connection with the operation of the Undersigned's Franchise (as such term is defined in a Franchise Agreement between the Secured Party and the Undersigned, inter alia of even date) (the "Franchise Agreement"), including, without limitation, the equipment, motor vehicles, inventory and accounts receivables of the Undersigned in connection with Franchise and the proceeds thereof (collectively the "Collateral").

**2.** The secured interest herein secures payment of the following (the "Obligations"):

(a) as security for the timely payment of any and all indebtedness, including interest and financing charges, owing by the Undersigned to the Secured Party or any affiliate thereof, whether such indebtedness is now existing or hereafter incurred, including any extensions or renewals thereof, and

(b) as security for the timely observance and performance of all covenants and obligations of the Debtor under Franchise Agreement, the Lease (as such term is defined in Franchise Agreement) and any other agreement now existing or hereafter entered into between the Undersigned and the Secured Party or any affiliate thereof.

**3. REPRESENTATIONS AND WARRANTIES**

The Undersigned represents and warrants as follows:

(a) the Undersigned is, or is to become, the beneficial owner of the Collateral;

(b) the Undersigned has, or will have when the Collateral is acquired, the right to create mortgages and charges of, and grant a security interest in, the Collateral in favour of the Secured Party;

(c) the Collateral is, or will be when acquired, free and clear of all security interests, mortgages, hypothecs, charges, liens, encumbrances, taxes and assessments; and

(d) this Agreement constitutes a legal, valid and binding obligation of the Undersigned;

**4. COVENANTS**

The Undersigned hereby agrees that:

(a) **Maintain, Use, etc.** - the Undersigned shall diligently maintain, use and operate the Collateral and shall carry on and conduct its business in a proper and efficient manner so as to preserve and protect the Collateral;

(b) **Insurance** - the Undersigned shall keep the Collateral properly insured against loss or damage by fire or other hazards;

(c) **Rent, Taxes, Etc.** - the Undersigned shall pay all rents, taxes, rates, levies, assessments and government fees or dues lawfully levied, assessed or imposed in respect of the Collateral or any part thereof as and when the same shall become due and payable;

(d) **Observe Law** - the Undersigned shall duly observe and conform to all valid requirements of any governmental authority relative to any of the Collateral and all covenants, terms and conditions upon or under which the Collateral is held;

(e) **Information** - the Undersigned shall furnish to the Secured Party such information with respect to the Collateral and the insurance thereon as the Secured Party may from time to time require;

(f) **Defend Title** - the Undersigned shall defend the title to the Collateral against all persons and shall, upon request by the Secured Party execute any written instruments or do any other acts necessary to make effective the purposes and provisions of this Agreement; and

(g) **Disposition of Collateral** - the Undersigned shall not sell, exchange, assign or lease or otherwise dispose of the Collateral or any interest therein and shall not remove it from the address set out at the end of this agreement without the prior written consent of the Secured Party, other than in the ordinary course of business of the Undersigned;

(h) **Reimbursement** - all costs and expenses (including legal fees on a solicitor and his own client basis) incurred by the Secured Party in enforcing the remedies provided herein, or by reason of non-payment of the Obligations shall be added to and become part of the Obligations and shall be payable on demand.

## 5. EVENTS OF DEFAULT

At the option and upon the declaration of the Secured Party, the Obligations shall immediately become due and payable in full upon the happening of any of the following events:

(a) if the Undersigned shall fail to pay the Obligations when they are due or shall breach any covenant in this Agreement;

(b) if any of the representations and warranties herein is or becomes incorrect in any respect at any time;

(c) if the Undersigned ceases or threatens to cease to carry on its business, commits an act of bankruptcy, becomes insolvent, makes an assignment or bulk sale of its assets, or proposes a compromise or arrangement to its creditors;

(d) if a receiver, administrator or manager of the Undersigned's property, assets or undertaking is appointed or if any proceeding is taken with respect to a compromise or arrangement, or to have the Undersigned or of the Obligations declared bankrupt or to have a receiver appointed in respect of the Undersigned any part of the Collateral or if any encumbrancer takes possession of any part thereof;

(e) if any execution, or any other process of any court becomes enforceable against the Undersigned or if any distress or analogous process is levied upon the Collateral or any part thereof;

## 6. REMEDIES

Upon any such default described in paragraph 5 above, the Obligations shall be due and payable forthwith and the Secured Party shall thereupon have the rights and remedies of a Secured Party

under the applicable provisions of the Uniform Commercial Code. The Secured Party may also take proceedings in any court of competent jurisdiction for the amount owing by the Undersigned to the Secured party; and exercise any and/or all other rights the Secured Party may have with respect to the Debtor and the Collateral.

**7. MISCELLANEOUS**

The Undersigned and the Secured Party further agree that:

(a) all proceeds of the Collateral shall be held in trust by the Undersigned for the Secured Party;

(b) the provisions of this agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties;

(c) if more than one person executes this Agreement as Undersigned, their obligations under this Agreement shall be joint and several;

(d) this Agreement shall be governed in all respects by the laws of New York;

(e) the Undersigned hereby acknowledges receipt of an executed copy of this Agreement; and

(f) this Agreement shall become effective when it is signed by the Undersigned.

Executed on the day of , 201____.

_____

Per:
Name:
Title: President

[INSTRUCTIONS: INSERT DEBTOR'S ADDRESS AND ADDRESS WHERE COLLATERAL LOCATED HERE. IF MORE THAN ONE LOCATION, STATE HERE AND ATTACH LIST OF ALL LOCATIONS]

_____
_____
_____

# EXHIBIT C
## AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENTS (DIRECT DEBITS)

_____ (Name of Person or Legal Entity)
_____(ID Number)

The undersigned depositor ("**Depositor**") ("**Franchisee**") hereby authorizes Bin There USA, LLC ("**Franchisor**") to initiate debit entries and/or credit correction entries to the undersigned's checking and/or savings account(s) indicated below and the depository designated below ("**Depository**") ("**Bank**") to debit or credit such account(s) pursuant to Franchisor's instructions.

| | | |
|---|---|---|
| Depository | Branch | |
| City | State | Zip Code |
| Bank Transit/ABA Number | Account Number | |

This authorization is to remain in full and force and effect until sixty days after Franchisor has received written notification from Franchisee of its termination.

Depositor: _____

Signed By: _____

Printed Name: _____

Title: _____

Date: _____

# EXHIBIT D
## LIST OF PRINCIPALS

| Name of Principal | Address | Interest % |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**Initials**

**Franchisee** **Franchisor**

# EXHIBIT E
## GUARANTEE, INDEMNIFICATION, AND ACKNOWLEDGMENT

As an inducement to Bin There USA, LLC ("**Franchisor**") to execute Franchise Agreement between Franchisor and _____ ("**Franchisee**"), dated _____, 201____ (the "**Agreement**"), the undersigned, jointly and severally, hereby unconditionally guarantee to Franchisor and Franchisor's successors and assigns that all of Franchisee's monetary obligations under the Agreement will be punctually paid and performed and that all monetary obligations will be punctually paid and performed.

Upon demand by Franchisor, the undersigned each hereby jointly and severally agree to immediately make each payment required of Franchisee under the Agreement and waive any right to require Franchisor to: (a) proceed against Franchisee for any payment required under the Agreement; (b) proceed against or exhaust any security from Franchisee; (c) pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee; or (d) give notice of demand for payment by Franchisee. Without affecting the obligations of the undersigned under this Guarantee, Franchisor may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee, and the undersigned each hereby jointly and severally waive notice of same and agree to remain and be bound by any and all such amendments and changes to the Agreement.

The undersigned each hereby jointly and severally agree to defend, indemnify and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorney's fees, reasonable costs of financial and other investigation, court costs, and fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Franchisee to perform any obligation of Franchisee under the Agreement, any amendment thereto, or any other agreement executed by Franchisee referred to therein.

The undersigned each hereby jointly and severally acknowledge and expressly agree to be individually bound by all of the covenants contained in Articles 4, 8, 12, 16 and 18 of the Agreement, and acknowledge and agree that this Guarantee does not grant the undersigned any right to use the "Bin There . . . Dump That" marks or system licensed to Franchisee under the Agreement.

This Guarantee shall terminate upon the termination or expiration of the Agreement, except that all obligations and liabilities of the undersigned which arose from events which occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by the undersigned, and all covenants which by their terms continue in force after the expiration or termination of the Agreement shall remain in force according to their terms. Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for defaults and obligations hereunder existing at the time of death; and the obligations of the other guarantors will continue in full force and effect.

Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Agreement, and shall be interpreted and construed in accordance with Section 18 of the Agreement (including but not limited to the waiver of jury trial, the waiver of punitive damages, the agreement not to participate in class actions, and the limitation on the time within which claims may be brought). This Guarantee shall be interpreted and construed under the laws of the State of New York. In the event of any conflict of law, the laws of the State of New York shall prevail (without regard to, and without giving effect to, the application of New York conflict of law rules).

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the date of the Agreement.

GUARANTOR(S)

(Seal)

Signed:_____
(In his/her individual capacity)

Name:_____

Home Address:_____
_____

(Seal)

Signed:_____
(In his/her individual capacity)

Name:_____

Home Address:_____
_____

(Seal)

Signed:_____
(In his/her individual capacity)

Name:_____

Home Address:_____
_____

# A-2

# DEPOSIT AGREEMENT

**BIN THERE USA, LLC**
**DEPOSIT AGREEMENT**

This Deposit Agreement (the "**Agreement**") is made and entered into on _____, 201__, (the "**Effective Date**") by and between:

- Bin There USA, LLC, a Delware limited liability company with offices located at 1645 Finfar Court, Mississauga, Ontario, L5J 4K1, Canada ("**Franchisor**"); and

- _____, a [resident] [corporation] [partnership] [limited liability company] [limited liability partnership] of the State of _____, [residing at] [with offices located at] _____ _____ _____ ("**Depositor**").

***RECITALS***

WHEREAS, Franchisor is in the business, among other things, of developing and operating a system consisting of franchised "Bin There Dump That" waste management and disposal businesses under the "Bin There Dump That" trademarks, service marks, and system owned or licensed by Franchisor (collectively, "**Businesses**");

WHEREAS, Depositor wishes to consider whether to become a franchisee under Franchisor's system pursuant to a franchise agreement for a particular Business; and

WHEREAS, Depositor wishes to place a deposit with Franchisor to reserve for a limited period of time (the "**Evaluation Period**") a certain area (the "**Territory**") within which Depositor may operate a franchised Business if Depositor enters into a franchise agreement with Franchisor;

WHEREAS, Franchisor is willing to reserve the Territory for Depositor during the Evaluation Period, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. The Deposit. Upon execution of this Agreement, Depositor shall pay Franchisor the sum of Five Thousand Dollars ($5,000) as a non-interest bearing deposit (the "**Deposit**").

2. Refundability. Except as provided in Section 6 below, the Deposit is nonrefundable and fully-earned by Franchisor in consideration for providing Depositor with the option during the Evaluation Period to enter into a franchise agreement for the Territory.

3. Credit. Unless this Agreement is terminated as provided in Section 8, Franchisor shall credit the full amount of the Deposit against the initial franchise fee due under the franchise agreement entered into by the parties. Any fees paid to Franchisor to extend the Evaluation Period pursuant to Section 5 below will also be credited against the initial franchise fee due under the franchise agreement.

4. Territory. During the Evaluation Period, Depositor will have the sole right to enter into a franchise agreement with Franchisor for a Business to be operated with the following Territory: _____
_____
_____
_____
_____
_____
_____(the "**Territory**").

5. Evaluation Period. The Evaluation Period will be for a period of thirty (30) days after the Effective Date of this Agreement. The Evaluation Period is renewable for up to two(2) one-month periods subsequent to the initial Evaluation Period, and requires payment by Depositor to Franchisor of a Five Hundred Dollar ($500) Evaluation Period renewal fee for each additional one-month Evaluation Period requested. Any fees for extensions of the Evaluation Period will be due to Franchisor before the beginning of the additional Evaluation Period.

6. Conditions. By entering into this Agreement, neither Franchisor nor Depositor shall be required or obligated to enter into a franchise agreement for a Business with the other party. In order for Franchisor to agree to enter into a franchise agreement with Depositor: (a) Depositor must, in Franchisor's sole discretion, be a person capable of operating a franchised Bsuiness in the Territory; and (b) Depositor must execute the form of franchise agreement provided to Depositor and all related agreements between Franchisor and Depositor, and Depositor's principals must execute any personal guarantees and other documents required by Franchisor, the form of which are attached to Franchisor's FDD (defined below).

7. Confidentiality. During the Evaluation Period, certain confidential information about Franchisor and its system will be disclosed or otherwise made known to Depositor ("**Confidential Information**"). Depositor agrees to respect and maintain the confidential nature of such Confidential Information, and not in any way disclose the Confidential Information to anyone else, nor in any way use the Confidential Information in the operation of any business (excluding a Business operated pursuant to a franchise agreement). It is agreed that Depositor's obligations under this Section 7 shall not expire upon termination of this Agreement.

8. Termination. This Agreement, and all rights and obligations under this Agreement, shall expire and/or terminate, the parties shall have no further rights or obligations to each other, upon any or all of the following:

   8.1 Written notice from Depositor terminating this Agreement (it being understood and agreed that Depositor shall have the right to terminate this Agreement at any time).

   8.2 Unless the parties otherwise agree in writing, this Agreement shall expire and the parties shall have no further rights or obligations to each other if, at the end of the Evaluation Period no franchise agreement has been entered into between the parties.

   8.3 If you fail to pay the Deposit or any Evaluation Period renewal fees to us as required under this Agreement.

8.4 If this Agreement has not earlier expired or terminated, then it shall terminate when the parties sign a franchise agreement, or at the end of the Evaluation Period, whichever first occurs.

9. No Franchise Rights. This Agreement is not a franchise and does not grant Depositor any right whatsoever to use the "Franchisor" trademarks and/or system, which rights can only be granted under a franchise agreement entered into by Depositor and Franchisor. Depositor shall not use the "Franchisor" trademarks or system, nor shall Depositor make any representation or commitment on Franchisor behalf.

10. Acknowledgement. Depositor acknowledges receipt of Franchisor's Franchise disclosure document (FDD) at least fourteen (14) days before the Effective Date.

11. No Conflicting Obligations. Depositor represents and warrants to Franchisor that neither Depositor nor its principals are under any contractual or other legal obligation that would restrict Depositor and its principals from: (a) entering into this Deposit Agreement and/or a "Franchisor" franchise agreement; and/or (b) performing the obligations and/or exercising the rights under this Agreement and/or any "Franchisor" franchise agreement that the parties may enter into.

12. Full Agreement. This Agreement incorporates the full and complete agreement between the parties concerning the subject of this Agreement, and supersedes any and all prior correspondence, conversations, representations, or statements of whatever nature concerning the subject of this Agreement. The parties are not relying on anything other than the word of this Agreement in deciding whether or not to enter into this Agreement.

13. Governing Law. This Agreement shall be interpreted and construed exclusively under the laws of the State of New York, which laws shall prevail in the event of any conflict of law (but without regard to, and without giving effect to, the application of New York choice-of-law rules); provided, that nothing in this Section 13 is intended by the parties to subject this Agreement to any franchise or similar law, rule, or regulation of the State of New York to which this Agreement would not otherwise be subject.

*[signatures on next page]*

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Agreement in duplicate on the day and year first above written.

**Bin There USA, LLC** (Seal)

By:_____

Name:_____

Title:_____

_____

_____,

Depositor:

(Seal)

By:_____

Name:_____

Title:_____

_____

_____,

Depositor:

(Seal)

By:_____

Name:_____

Title:_____

# EXHIBIT B
## LIST OF ADMINISTRATORS

We intend to register this disclosure document as a "franchise" in some or all of the following states, in accordance with the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

| | |
|---|---|
| **CALIFORNIA**<br>Commissioner of Business Oversight<br>Department of Business Oversight<br>320 West Fourth Street, Suite 750<br>Los Angeles, California 90013-2344<br>(213) 876-7500 / Toll Free: (866) 275-2677 | **NEW YORK**<br>Office of the New York State Attorney General<br>Investor Protection Bureau<br>Franchise Section<br>120 Broadway, 23rd Floor<br>New York, NY 10271-0332<br>(212) 416-8236 Phone<br>(212) 416-6042 Fax |
| **HAWAII**<br>Commissioner of Securities of the State of Hawaii<br>Department of Commerce & Consumer Affairs<br>Business Registration Division<br>Securities Compliance Branch<br>335 Merchant Street, Room 203<br>Honolulu, Hawaii 96813<br>(808) 586-2722 | **NORTH DAKOTA**<br>North Dakota Securities Department<br>600 East Boulevard Avenue, State Capitol<br>Fifth Floor, Dept. 414<br>Bismarck, North Dakota 58505-0510<br>(701) 328-4712 |
| **ILLINOIS**<br>Illinois Office of the Attorney General<br>Franchise Bureau<br>500 South Second Street<br>Springfield, Illinois 62706<br>(217) 782-4465 | **RHODE ISLAND**<br>Department of Business Regulation<br>Securities Division<br>Bldg. 69, First Floor - John O. Pastore Center<br>1511 Pontiac Avenue<br>Cranston, Rhode Island 02920<br>(401) 462-9527 |
| **INDIANA**<br>Secretary of State<br>Franchise Section<br>302 West Washington, Room E-111<br>Indianapolis, Indiana 46204<br>(317) 232-6681 | **SOUTH DAKOTA**<br>Department of Labor and Regulation<br>Division of Securities<br>124 S. Euclid, Suite 104<br>Pierre, South Dakota 57501<br>(605) 773-4823 |
| **MARYLAND**<br>Office of the Attorney General<br>Securities Division<br>200 St. Paul Place<br>Baltimore, Maryland 21202-2020<br>(410) 576-6360 | **VIRGINIA**<br>State Corporation Commission<br>Division of Securities and Retail Franchising<br>1300 East Main Street, 9th Floor<br>Richmond, Virginia 23219<br>(804) 371-9051 |
| **MICHIGAN**<br>Michigan Attorney General's Office<br>Consumer Protection Div., Franchise Section<br>525 West Ottawa Street<br>G. Mennen Williams Building, 1st Floor<br>Lansing, Michigan 48913<br>(517) 373-7117 | **WASHINGTON**<br>Department of Financial Institutions<br>Securities Division – 3rd Floor<br>150 Israel Road, S.W.<br>Tumwater, Washington 98501<br>(360) 902-8760 |
| **MINNESOTA**<br>Commissioner of Commerce<br>Department of Commerce<br>85 7th Place East, Suite 500<br>St. Paul, Minnesota 55101<br>(651) 539-1500 | **WISCONSIN**<br>Office of the Commissioner of Securities<br>201 W. Washington Ave., Suite 300<br>Madison, WI 53703<br>(608) 261-9555 |

# EXHIBIT C
# AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a "franchise" in some or all of the following states, in accordance with the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states:

| | |
|---|---|
| **CALIFORNIA**<br>Commissioner of Business Oversight<br>Department of Business Oversight<br>320 West Fourth Street, Suite 750<br>Los Angeles, California 90013-2344<br>(213) 576-7500<br>Toll Free: (866) 275-2677 | **NEW YORK**<br>New York Secretary of State<br>New York Department of State<br>One Commerce Plaza,<br>99 Washington Avenue, 6th Floor<br>Albany, NY 12231-0001<br>(518) 473-2492 |
| **HAWAII**<br>Commissioner of Securities of the State of Hawaii<br>Department of Commerce & Consumer Affairs<br>Business Registration Division<br>Securities Compliance Branch<br>335 Merchant Street, Room 203<br>Honolulu, Hawaii 96813<br>(808) 586-2722 | **NORTH DAKOTA**<br>North Dakota Securities Commissioner<br>600 East Boulevard Avenue, State Capitol<br>Fifth Floor<br>Bismarck, North Dakota 58505-0510<br>(701) 328-4712 |
| **ILLINOIS**<br>Illinois Attorney General<br>500 South Second Street<br>Springfield, Illinois 62706<br>(217) 782-4465 | **RHODE ISLAND**<br>Director of Department of Business Regulation<br>Department of Business Regulation<br>Securities Division<br>Bldg. 69, First Floor - John O. Pastore Center<br>1511 Pontiac Avenue<br>Cranston, Rhode Island 02920<br>(401) 462-9527 |
| **INDIANA**<br>Secretary of State<br>Franchise Section<br>302 West Washington, Room E-111<br>Indianapolis, Indiana 46204<br>(317) 232-6681 | **SOUTH DAKOTA**<br>Department of Labor and Regulation<br>Director of the Division of Securities<br>124 S. Euclid, Suite 104<br>Pierre, South Dakota 57501<br>(605) 773-4823 |
| **MARYLAND**<br>Maryland Securities Commissioner<br>200 St. Paul Place<br>Baltimore, Maryland 21202-2020<br>(410) 576-6360 | **VIRGINIA**<br>Clerk of the State Corporation Commission<br>1300 East Main Street, 1st Floor<br>Richmond, Virginia 23219<br>(804) 371-9733 |
| **MICHIGAN**<br>Michigan Attorney General's Office<br>Consumer Protection Div., Franchise Section<br>525 West Ottawa Street<br>G. Mennen Williams Building, 1st Floor<br>Lansing, Michigan 48913<br>(517) 373-7117 | **WASHINGTON**<br>Director of Department of Financial Institutions<br>Securities Division – 3rd Floor<br>150 Israel Road, S.W.<br>Tumwater, Washington 98501<br>(360) 902-8760 |
| **MINNESOTA**<br>Commissioner of Commerce<br>85 7th Place East, Suite 500<br>St. Paul, Minnesota 55101<br>(651) 539-1500 | **WISCONSIN**<br>Commissioner of Securities<br>201 W. Washington Ave., Suite 300<br>Madison, WI 53703<br>(608) 261-9555 |

# Exhibit D

## Bin There Dump That Franchisees
(as of December 31, 2016)

| Location | Address | City | State | Zip Code | Franchisee(s) | Phone |
|---|---|---|---|---|---|---|
| Birmingham East Bin There Dump That | 6220 Eagle Point Circle | Birmingham | AL | 35242 | Scott Klesius | (610) 235-1779 |
| Birmingham West Bin There Dump That | 397 Revere Road | Tuscaloosa | AL | 35405 | Chad Ezell | (205) 764-4553 |
| Alaska Bin There Dump That | P.O Box 244571 | Anchorage | AK | 99524 | Greg Green | (907) 947-2844 |
| Little Rock Bin There Dump That | 6123 Westminster | Benton | AR | 72019 | Patrick Blakley | (501) 766-9644 |
| Cave Creek Bin There Dump That | 28401 N 55th Street | Cave Creek | AZ | 85331 | Les Englund & Carrie Langstroth | (480) 353-8493 |
| Scottsdale Bin There Dump That | 28401 N 55th Street | Cave Creek | AZ | 85331 | Les Englund & Carrie Langstroth | (480) 353-8493 |
| Denver West Bin There Dump That | 6670 Upham Street | Arvada | CO | 80003 | Will & Rabecka Blauvelt | (720) 524-3727 |
| Colorado Springs Bin There Dump That | 114 Ute Road | Florissant | CO | 80816 | Allan Cooper | (719) 686-8613 |
| Boulder Bin There Dump That | 735 Hayden Court | Longmont | CO | 80503 | Douglas McBride | (303) 485-8882 |
| Parker Bin There Dump That | 12756 N. Timber Lane | Parker | CO | 80134 | Bob Cotner | (720) 851-7888 |
| Sarasota Bin There Dump That | 8818 12th Avenue NW | Bradenton | FL | 34209 | Patrick Daley & Claire Carter | (941) 757-8422 |
| Fort Myers Bin There Dump That | 4112 SW 5th Avenue | Cape Coral | FL | 33914 | Martin & Ann Wierengo | (239) 707-4919 |
| St. Petersburg Bin There Dump That | 13584 50th Way North, Unit B3-14 | Clearwater | FL | 33760 | Michael & Leah Sovie | (727) 475-1080 |
| Tampa East Bin There Dump That | 13584 50th Way North, Unit B3-14 | Clearwater | FL | 33760 | Michael & Leah Sovie | (727) 475-1080 |
| Tampa West Bin There Dump That | 13584 50th Way North, Unit B3-14 | Clearwater | FL | 33760 | Michael & Leah Sovie | (727) 475-1080 |
| Austell Bin There Dump That | 124 Lake Tanisha Drive | Dallas | GA | 30157 | Kurt Anderson | (770) 558-9038 |
| Decatur Bin There Dump That | 124 Lake Tanisha Drive | Dallas | GA | 30157 | Kurt Anderson | (770) 558-9038 |
| Sandy Springs Bin There Dump That | 124 Lake Tanisha Drive | Dallas | GA | 30157 | Kurt Anderson | (770) 558-9038 |
| Brownsburg Bin There Dump That | 842 Darlington Drive, Suite 1 | Avon | IN | 46123 | James Spink | (859) 743-1669 |
| Indianapolis East Bin There Dump That | 842 Darlington Drive, Suite 1 | Avon | IN | 46123 | James Spink | (859) 743-1669 |
| Fort Wayne Bin There Dump That | 615 S. High School Road | Indianapolis | IN | 46241 | Mike Weingartner | (260) 409-6423 |
| Baton Rouge Bin There Dump That | 13406 Seymour Myers Blvd. | Covington | LA | 70433 | David Murphy | (985) 327-7644 |
| New Orleans Bin There Dump That | 13406 Seymour Myers Blvd. | Covington | LA | 70433 | David Murphy | (985) 327-7644 |
| Worcester Bin There Dump That | 1 Sequoia Drive | Lunenburg | MA | 01462 | Julie Paradise | (978) 582-1692 |
| Baltimore Bin There Dump That | 10108 Tipperary Road | Parkville | MD | 21234 | Kenneth Demski | (443) 690-5194 |

| Location | Address | City | State | Zip Code | Franchisee(s) | Phone |
|---|---|---|---|---|---|---|
| Dearborn Bin There Dump That | 7420 Kingsbury Street | Dearborn Heights | MI | 48127 | Fadi Salem | |
| Grand Rapids Bin There Dump That | 401 Haskins Ct SE | Ada | MI | 49301 | Ben Bosch | (616) 977-1777 |
| Lees Summit Bin There Dump That | 1917 Marvel Lane | Liberty | MO | 64068 | Steven Sullivant | (816) 429-7221 |
| Platte City Bin There Dump That | 1917 Marvel Lane | Liberty | MO | 64068 | Steven Sullivant | (816) 781-8489 |
| Charlotte Bin There Dump That | 12812 Lindrick Lane | Charlotte | NC | 28277 | Miller Bell | (704) 697-1243 |
| Charlotte North Bin There Dump That | 12812 Lindrick Lane | Charlotte | NC | 28277 | Miller Bell | (704) 697-1243 |
| Greenville/Spartanburg Bin There Dump That | 12812 Lindrick Lane | Charlotte | NC | 28277 | Miller Bell | (704) 697-1243 |
| Raleigh Bin There Dump That | 188 Northbend Drive | Youngsville | NC | 27596 | Gregory Benner | (919) 556-6680 |
| Fargo Bin There Dump That | 4114 15th Street South | Fargo | ND | 58104 | Ryan Ditterick | (701) 212-2871 |
| Franklin Bin There Dump That | 8 Johnathan Drive | Lafayette | NJ | 07848 | Joseph & Michelle Sabella | (973) 702-3969 |
| Morristown Bin There Dump That | 8 Johnathan Drive | Lafayette | NJ | 07848 | Joseph & Michelle Sabella | (973) 702-3969 |
| Albuquerque East Bin There Dump That | 1613 Erbbe St. NE | Albuquerque | NM | 87112 | Justin Hyde | (505) 299-0641 |
| Syracuse Bin There Dump That | 5951 Swackhammer Rd. | Turin | NY | 13473 | Lawrence Williams | (315) 804-0946 |
| Utica Bin There Dump That | 5951 Swackhammer Rd. | Turin | NY | 13473 | Lawrence Williams | (315) 804-0946 |
| Cincinnati Bin There Dump That | 1250 W. Ohio Pike #128 | Amelia | OH | 45102 | John & Janet Gauch | (513) 604-4435 |
| Columbus East Bin There Dump That | 1516 Southwood Avenue | Reynoldsburg | OH | 43068 | Phil Brunet | (614) 866-3643 |
| Hamilton Bin There Dump That | 1250 W. Ohio Pike #128 | Amelia | OH | 45102 | John & Janet Gauch | (513) 604-4435 |
| Middletown Bin There Dump That | 7912 Chantilly Drive | West Chester | OH | 45069 | Byron Stowe | (513) 543-7225 |
| Milford Bin There Dump That | 1250 W. Ohio Pike #128 | Amelia | OH | 45102 | John & Janet Gauch | (513) 604-4435 |
| Medina Bin There Dump That | 2868 Southern Road | Richfield | OH | 44286 | Victoria & Russell Porter | (330) 386-7783 |
| Oklahoma City Bin There Dump That | 1817 Monterey Pl. | Edmond | OK | 73013 | Jason and Heather Roberts | (405) 627-0571 |
| Moore Bin There Dump That | 1817 Monterey Pl. | Edmond | OK | 73013 | Jason and Heather Roberts | (405) 627-0571 |
| York Bin There Dump That | 1413 Richmond Road | Red Lion | PA | 17356 | Justin Sierer | (717) 900-5101 |
| Penn Hills Bin There Dump That | 700 Pine Valley Drive | Imperial | PA | 15126 | Bruce Kozak | (412) 857-2932 |
| Pittsburgh Bin There Dump That | 700 Pine Valley Drive | Imperial | PA | 15126 | Bruce Kozak | (412) 857-2932 |
| Nashville North Bin There Dump That | 7913 Highway 100 | Nashville | TN | 37221 | Joseph L. Bossier | (615) 308-1403 |
| Nashville East Bin There Dump That | 7913 Highway 100 | Nashville | TN | 37221 | Joseph L. Bossier | (615) 308-1403 |
| Nashville South Bin There Dump That | 7913 Highway 100 | Nashville | TN | 37221 | Joseph L. Bossier | (615) 308-1403 |

| Location | Address | City | State | Zip Code | Franchisee(s) | Phone |
|---|---|---|---|---|---|---|
| Austin ATX Bin There Dump That | 6232 Aviara Dr. | Austin | TX | 78735 | Shawn and Shelly Mansur | (512) 253-2715 |
| Austin West Bin There Dump That | 1413 O'Reilly Court | Austin | TX | 78734 | Colter Williamson & Ketan Pandya | (512) 921-0900 |
| Dallas North Bin There Dump That | 4417 Marathon Blvd. | Austin | TX | 78756 | John & Laura Hunt | (972) 345-2722 |
| El Paso Bin There Dump That | 8417 Beverly Place | El Paso | TX | 79907 | Antonio Alarcon | (915) 356-4556 |
| Fort Worth Bin There Dump That | 5401 W. Caylor Road | Keller | TX | 76244 | Erickson Collazo | (817) 903-4829 |
| Humble Bin There Dump That | 20730 Highland Hollow Lane | Houston | TX | 77073 | Ivan & Michelle Martinez | (281) 209-0552 |
| Houston SW Bin There Dump That | 2802 Firecrest Drive | Katy | TX | 77494 | Brian Kordie | (832) 437-7084 |
| Houston West Bin There Dump That | 2802 Firecrest Drive | Katy | TX | 77494 | Brian Kordie | (832) 437-7084 |
| Katy Bin There Dump That | 2802 Firecrest Drive | Katy | TX | 77494 | Brian Kordie | (832) 437-7084 |
| Dallas East Bin There Dump That | 14 Chapelhill Lane | Rockwell | TX | 75032 | Colter Edgington | (972) 345-2722 |
| San Antonio Central Bin There Dump That | 838 Sprucewood Lane | San Antonio | TX | 78216 | Neenah Marie | (210) 441-2121 |
| San Antonio East Bin There Dump That | 838 Sprucewood Lane | San Antonio | TX | 78216 | Neenah Marie | (210) 441-2121 |
| San Antonio West Bin There Dump That | 838 Sprucewood Lane | San Antonio | TX | 78216 | Neenah Marie | (210) 441-2121 |
| Waco Bin There Dump That | 110 Elaine Drive | Lorena | TX | 76655 | Jeremy & Sandy Robinson | (254) 655-4019 |
| Ogden Bin There Dump That | 577 Bristol Cove | Tooele | UT | 84074 | Pam & John Schreckendgust | (435) 850-4137 |
| Salt Lake City East Bin There Dump That | 577 Bristol Cove | Tooele | UT | 84074 | Pam & John Schreckendgust | (435) 850-4137 |
| Salt Lake City West Bin There Dump That | 577 Bristol Cove | Tooele | UT | 84074 | Pam & John Schreckendgust | (435) 850-4137 |
| Fredericksburg Bin There Dump That | 11617 Kingswood Blvd. | Fredericksburg | VA | 22408 | Joey Farrar | (540) 891-2467 |

## Former Franchisees

None

As noted in Item 1 and Item 20 of this Disclosure Document, our parent TFI is the franchisor of Bin There Dump That franchises in Canada. TFI's franchisees in Canada as of January 2017 are as follows:

### LIST OF TFI'S CANADIAN FRANCHISEES

| Legal Name | Address | City | Prov | Postal Code | Franchisee(s) | Phone |
|---|---|---|---|---|---|---|
| Brampton Bin There Dump That | 1 - 718 Centre Street North | Whitby | ON | L1N 9A9 | Brian McHugh | (905) 666-3510 |
| Brant/Oxford/Perth County Bin There Dump That | 5971 Marion Street | Dorchester | ON | N0L 1G6 | Ron Lukings | (855) 386-7842 |

| Legal Name | Address | City | Prov | Postal Code | Franchisee(s) | Phone |
|---|---|---|---|---|---|---|
| Burlington Bin There Dump That | 58 Portsmouth Cres. | Ancaster | ON | L9K 1M6 | Paul Martin | (905) 304-7203 |
| Calgary East Bin There Dump That | 5645 Forand Street SW | Calgary | AB | T3E 1N8 | Daniel Goldstein | (403) 816-2270 |
| Calgary NW Bin There Dump That | 155 Hidden Spring Mews NW | Calgary | AB | T3A 5N1 | Ken Jones | (403) 333-9452 |
| Calgary SW Bin There Dump That | 5645 Forand Street SW | Calgary | AB | T3E 1N8 | Daniel Goldstein | (403) 816-2270 |
| Cambridge-Guelph Bin There Dump That | 576 Mill Park Drive | Kitchener | ON | N2P 1W1 | Brad Erhardt | (519) 212-7333 |
| Durham Bin There Dump That | 1 - 718 Centre Street North | Whitby | ON | L1N 9A9 | Brian McHugh | (905) 666-3510 |
| Edmonton East Bin There Dump That | 10447-10th Ave NW | Edmonton | AB | T6J 6E9 | Tim and Linda Maisonneuve | (780) 691-1700 |
| Edmonton West Bin There Dump That | 10447-10th Ave NW | Edmonton | AB | T6J 6E9 | Tim and Linda Maisonneuve | (780) 691-1700 |
| Etobicoke Bin There Dump That | 2624 Royal Windsor Drive | Mississauga | ON | L5J 1K7 | Mark Crossett | (416) 274-1711 |
| Grey/Bruce County Bin There Dump That | 207353 Highway#9, RR#5 | Orangeville | ON | L9W 2Z2 | David Young | (519) 372-2828 |
| Hamilton Bin There Dump That | 598 Heddle Crescent | Newmarket | ON | L3X 2J5 | Doug Beer | (905) 869-3867 |
| Hastings/Prince Edward County Bin There Dump That | 37 Rigney Street, Unit 8 | Kingston | ON | K7K 6Z3 | David Locker | (613) 507-2838 |
| Kelowna/Penticton/Kamloops Bin There Dump That | 4 – 433 McCarren Avenue | Kelowna | BC | V1W 4T8 | George Wilson | (778) 214-1699 |
| Kingston Bin There Dump That | 37 Rigney Street, Unit 8 | Kingston | ON | K7K 6Z3 | David Locker | (613) 507-2838 |
| Kitchener Waterloo Bin There Dump That | 576 Mill Park Drive | Kitchener | ON | N2P 1W1 | Brad Erhardt | (519) 212-7333 |
| Lindsay/Peterborough Bin There Dump That | 1 - 718 Centre Street North | Whitby | ON | L1N 9A9 | Brian McHugh | (905) 666-3510 |
| Markham Bin There Dump That | 1 - 718 Centre Street North | Whitby | ON | L1N 9A9 | Brian McHugh | (905) 666-3510 |
| Middlesex-Elgin Bin There Dump That | P.O. Box 114 | Aylmer | ON | N5H 2R8 | Tanner Stanton | (519) 765-4230 |
| Mississauga North Bin There Dump That | 2624 Royal Windsor Drive | Mississauga | ON | L5J 1K7 | Mark Crossett | (416) 274-1711 |
| Muskoka-Parry Sound-Haliburton Bin There Dump That | 345 Ecclestone Drive | Bracebridge | ON | P1L 0A3 | Blake Edwards | (705) 646-5221 |
| Niagara Bin There Dump That | 113 Cushman Road | St. Catharines | ON | L2M 6S9 | Tom Davies | (905) 641-3131 |
| Northumberland County Bin There Dump That | 1 - 718 Centre Street North | Whitby | ON | L1N 9A9 | Brian McHugh | (905) 666-3510 |
| Orangeville Bin There Dump That | 8 McCarthy Street | Orangeville | ON | L9W 1B1 | David Baker | (519) 307-2838 |
| Ottawa East Bin There Dump That | 740 Belfast Road | Ottawa | ON | K1G 0Z5 | John Cooke | (613) 288-0511 |
| Ottawa West Bin There Dump That | 740 Belfast Road | Ottawa | ON | K1G 0Z5 | John Cooke | (613) 288-0511 |
| Regina/Moosejaw Bin There Dump That | 10302 Wascana Estates | Regina | SK | S4V 2X1 | James Matravolgyi | (306) 502-4460 |
| Scarborough Bin There Dump That | 1 - 718 Centre Street North | Whitby | ON | L1N 9A9 | Brian McHugh | (905) 666-3510 |
| Simcoe/Barrie Bin There | #16 8 Concession | Tiny | ON | L0L 2J0 | Matt Crossett | (750) 737-1100 |

| Legal Name | Address | City | Prov | Postal Code | Franchisee(s) | Phone |
|---|---|---|---|---|---|---|
| Dump That | East | | | | | |
| Thunder Bay Bin There Dump That | 1615 Rosslyn Road | Thunder Bay | ON | P7K 1J3 | Patrick Fenlon & Wayne Vanderwees | (807) 474-4200 |
| Toronto East Bin There Dump That | 1 - 718 Centre Street North | Whitby | ON | L1N 9A9 | Brian McHugh | (905) 666-3510 |
| Toronto West Bin There Dump That | 1 - 718 Centre Street North | Whitby | ON | L1N 9A9 | Brian McHugh | (905) 666-3510 |
| Victoria Bin There Dump That | 7480 Relke Road | Duncan | BC | V9L 6A7 | Mark Huntjens & Alena Bowden | (250) 732-0758 |
| Winnipeg Bin There Dump That | 35 Glenlivet Way | East St. Paul | MB | R2E 0H4 | Grant Arbuckle | (204) 253-2838 |
| York North Bin There Dump That | 1 - 718 Centre Street North | Whitby | ON | L1N 9A9 | Brian McHugh | (905) 666-3510 |
| York West (Vaughan) Bin There Dump That | 1 - 718 Centre Street North | Whitby | ON | L1N 9A9 | Brian McHugh | (905) 666-3510 |

# Exhibit E

## Company-Owned BTDT Businesses

None.

# Exhibit G

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## Samples - Advertising Pieces

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## State-Specific Disclosures

## California Disclosure

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043, the Disclosure Document for Bin There USA, LLC in connection with the offer and sale of franchises for use in the State of California shall be amended to include the following:

1. Our website, www.bintheredumpthat.com, has not been reviewed or approved by the California Department of Business Oversight. Any complaints concerning the content of the website may be directed to the California Department of Business Oversight at www.dbo.ca.gov.

2. 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 DISCLOSURE DOCUMENT.

3. SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

4. YOU MUST SIGN A GENERAL RELEASE IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE § 31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE §§ 31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE § 20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE §§ 20000 THROUGH 20043).

5. In Item 3, "Litigation," shall be amended by the addition of the following paragraphs:

   Pursuant to California law, this Item does not include any information regarding the arrest of any person(s) that did not result in a conviction or plea of nolo contendere.

   Neither we, nor any person identified in Item 2 above, 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, 15 U.S.C. § 78a, et seq.) suspending or expelling such person from membership in such association or exchange.

6. Item 5 is amended to disclose that we will not collect the Deposit until after the franchisee has had the FDD for at least 14 days.

7. Item 6 is amended to disclose that the highest interest rate currently allowed in California is 10% annually.

8. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraph(s) at the conclusion of the Item:

   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. § 101, et seq.).

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise/development. This provision may not be enforceable under California law.

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code § 1671, certain liquidated damages clauses are unenforceable.

The Franchise Agreement requires application of the laws of the State of New York. This provision may not be enforceable under California law.

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.

## Hawaii Disclosure

The following paragraphs are to be added in the state cover page:

THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE COMMISSIONER OF SECURITIES, DEPARTMENT 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 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, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, AND THIS ADDENDUM, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS ADDENDUM AND THE DISCLOSURE DOCUMENT CONTAIN 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 FRANCHISEE.

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the Disclosure Document for Bin There USA, LLC in connection with the offer and sale of franchises for use in the State of Hawaii shall be amended to include the following:

1. Item 20 "List of Outlets," shall be amended by the addition of the following paragraph:

> This proposed registration is effective/exempt from registration or will shortly be on file in California, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas, Utah, Virginia, Washington, and Wisconsin. No states have refused, by order or otherwise, to register these franchises. No states have revoked or suspended the right to offer these franchises. The proposed registration of these franchises has not been involuntarily withdrawn in any state.

2. Each provision of this Addendum to the Disclosure document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., are met independently without reference to this Addendum to the Disclosure document.

## Illinois Disclosure

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44 the Disclosure Document for Bin There USA, LLC for use in the State of Illinois shall be amended as follows:

1. The "Summary" section of Item 17 (v), entitled Choice of Forum, is amended by adding the following language:

> However, any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside of the State of Illinois is void under section 4 of the current Illinois Franchise Disclosure Act, although the Franchise Agreement may provide for arbitration in a forum outside of the State of Illinois.

2. The "Summary" section of Item 17 (w), entitled Choice of Law, is amended by adding the following language:

> However, except for federal law, Illinois law applies if the jurisdiction requirements of the Illinois Franchise Disclosure Act of 1987 (as amended) are met.

3. Each provision of this addendum will be effective only to the extent the Illinois Franchise Disclosure Act requirements necessitating the language remain in effect, and not just because this addendum has been provided to you.

## Maryland Disclosure

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the Disclosure Document for Bin There USA, LLC for use in the State of Maryland shall be amended as follows:

1. Item 5, "Initial Fees," is amended by the addition of the following language:

Any general release required a condition of obtaining a refund of the deposit and/or initial fees shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," is amended by the addition of the following language:

The general releases required for renewal or transfer will not apply with respect to any claim you may have which arises under the Maryland Franchise Registration and Disclosure Law. See Exhibit K of the disclosure document for additional information regarding the release.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

The Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," is amended by the addition of the following language to the summary of Provision "h":

Termination upon bankruptcy may not be enforceable under federal bankruptcy law, 11 U.S.C. Section 101 et seq.

4. Exhibit J, "Franchisee Compliance Certification," is amended by the addition of the following at the end of Exhibit J:

The representations under this Franchisee Compliance Certification are not intended, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

## Michigan Disclosure

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:

(A) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.

(B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.

(C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE 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.

(D) A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE, AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR 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 5 YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE 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 THE FRANCHISEE DOES NOT RECEIVE AT LEAST 6 MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.

(E) A PROVISION THAT PERMITS THE FRANCHISOR 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.

(F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.

(G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:

(i) THE FAILURE OF THE PROPOSED FRANCHISEE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.

(ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.

(iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.

(iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.

(H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR 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 THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).

(I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE 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.

* * * *

IF THE FRANCHISOR'S MOST RECENT FINANCIAL STATEMENTS ARE UNAUDITED AND SHOW A NET WORTH OF LESS THAN $100,000.00, THE FRANCHISOR MUST, AT THE REQUEST OF THE FRANCHISEE, ARRANGE FOR THE ESCROW OF INITIAL INVESTMENT AND OTHER FUNDS PAID BY THE FRANCHISEE UNTIL THE OBLIGATIONS TO PROVIDE REAL ESTATE, IMPROVEMENTS, EQUIPMENT, INVENTORY, TRAINING, OR OTHER ITEMS INCLUDED IN THE FRANCHISE OFFERING ARE FULFILLED. AT THE OPTION OF THE FRANCHISOR, A SURETY BOND MAY BE PROVIDED IN PLACE OF ESCROW.

* * * *

THE NAME AND ADDRESS OF THE FRANCHISOR'S AGENT IN THIS STATE AUTHORIZED TO RECEIVE SERVICE OF PROCESS IS: DEPT. OF ENERGY, LABOR, & ECONOMIC GROWTH, CORPORATIONS DIVISION, P.O. BOX 30054, LANSING, MICHIGAN 48909; 7150 HARRIS DRIVE, LANSING, MICHIGAN 48909.

**ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:**

**DEPARTMENT OF THE ATTORNEY GENERAL'S OFFICE**
**CONSUMER PROTECTION DIVISION**
**ATTN: FRANCHISE**
**670 G. MENNEN WILLIAMS BUILDING**
**LANSING, MICHIGAN 48913**
**(517) 373-7117**

NOTE: NOTWITHSTANDING PARAGRAPH (F) ABOVE, WE INTEND TO, AND YOU AGREE THAT WE AND YOU WILL, ENFORCE FULLY THE PROVISIONS OF THE ARBITRATION SECTION OF OUR AGREEMENTS. WE BELIEVE THAT PARAGRAPH (F) IS UNCONSTITUTIONAL AND CANNOT PRECLUDE US FROM ENFORCING THE ARBITRATION PROVISIONS.

## Minnesota Disclosure

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat. § 80C., and of the Rules and Regulations promulgated thereunder by the Commissioner of Commerce, the Disclosure Document for Bin There USA, LLC for use in the State of Minnesota shall be amended as follows:

1. The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Act (collectively the "Franchise Act"). To the extent that the Agreement and Franchise Disclosure Document contain provisions that are inconsistent with the following, such provisions are hereby amended:

a. Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties, or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

b. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases): (1) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement; and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

c. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols, or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.

d. Minnesota considers it unfair to not protect the franchisee's rights to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

e. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

f. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

g. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

2. Each provision of this addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commission of Commerce are met independently without reference to this addendum to the disclosure document.

## New York Disclosure

ADDITIONAL RISK FACTORS:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT B OR YOUR PUBLIC LIBRARY FOR SOURCES OF 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 DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. 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 PROSPECTUS.

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs. tit. 13, §§ 200.1 through 201.16), the Disclosure Document for Bin There USA, LLC for use in the State of New York shall be amended as follows:

1. Item 3, "Litigation," shall be deleted in its entirety, and the following Item 3 shall be substituted in its place:

Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, 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.

Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, 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.

Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, 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.

2. Item 4, "Bankruptcy" shall be deleted in its entirety, and the following Item 4 shall be substituted in its place:

Neither we, nor our predecessor or affiliate, nor any of our or their officers or general partners, during the 10-year period immediately before the date of the disclosure document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

3. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by deleting "d" and "j" and the following new "d" and "j" shall be substituted in its place:

| Provision | Selection in Franchise Agreement | Summary |
|---|---|---|
| d. Termination by you | 1.2 | If you, after exerting your best efforts, cannot obtain the requisite governmental approvals, permits and certificates. Pursuant to New York General Business Law, the franchisee may terminate the Agreement upon any grounds available by law. |
| j. Assignment of contract by us | 16.1 | No restrictions on our right to assign. No assignment will be made except to an assignee who, in Franchisor's judgment, is willing and able to assume the Franchisor's obligation under the Franchise Agreement. |

| Provision | Selection in Area Development Agreement | Summary |
|---|---|---|
| d. Termination by you | Not Applicable | Not Applicable |
| j. Assignment of contract by us | 11.1 | There are no restrictions on our right to assign our rights in the Area Development Agreement. No assignment will be made except to an assignee who, in Franchisor's judgment, is willing and able to assume the Franchisor's obligation under the Area Development Agreement. |

# STATEMENT OF DISCLOSURE DOCUMENT ACCURACY

THE FRANCHISOR REPRESENTS THAT THIS DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

## North Dakota Disclosure

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, and the policies of the office of the State of North Dakota Securities Commission, the disclosure document for Bin There USA, LLC shall be amended by the addition of the following language:

1. The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

A. Restrictive Covenants: Franchise disclosure documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

C. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Franchise agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

I. Limitation of Claims: Requiring that North Dakota franchisees to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

J. Enforcement of Agreement: Requiring that North Dakota franchisees to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

2. Each provision of this addendum to the disclosure document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-1 through 51-19-17, are met independently without reference to this addendum to the disclosure document.

## Rhode Island Disclosure

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19 28.1-1 through 19-28.1-34 the Disclosure Document for Bin There USA, LLC for use in the State of Rhode Island shall be amended to include the following:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following:

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. This addendum to the disclosure document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this addendum to the disclosure document.

## Virginia Disclosure

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, Item 17 of the Franchise Disclosure Document of Bin There USA, LLC shall be amended as follows:

Item 17, Additional Disclosure. 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 grounds 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.

## Washington Disclosure

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.180, the Disclosure Document for Bin There USA, LLC in connection with the offer and sale of franchises for use in the State of Washington shall be amended to include the following:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraphs at the conclusion of the Item:

The state of Washington has a statute, RCW 19.100.180, which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination, renewal and transfer of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination, renewal and transfer of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

2. Each provision of this addendum to the disclosure document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.180, are met independently without reference to this addendum to the disclosure document.

# Exhibit I

## State-Specific Agreement Amendments

## Hawaii Franchise Agreement Amendment

In recognition of the requirements of Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the parties to the attached Bin There USA, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 1.6 (h) of the Agreement, under the heading "Grant, Term and Renewal," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in its place:

> 1.6 (h) Franchisee and each of the Principals shall have executed, at the time of such renewal, a general release of any claims they may have against Franchisor, and the officers, directors, agents and employees of Franchisor, in form and terms prescribed by Franchisor; excluding only such claims as Franchisee may have under the Hawaii Franchise Investment Law.

2. Section 16.4 (b) (i) of the Agreement, under the heading "Assignment," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in its place:

> 16.4 (b) (i) a general release of any claims they may have against the Franchisor, its affiliates and their officers, directors, agents and employees of Franchisor, excluding only such claims as Franchisee may have under the Hawaii Franchise Investment Law.

3. Section 15, under the heading "Effect of Termination," shall be amended by the addition of the following:

> Notwithstanding anything to the contrary in this Section 15, Franchisor shall comply with Hawaii law which currently requires that Franchisor compensate Franchisee upon termination or refusal to renew the franchise for the fair market value, at the time of the termination or expiration of the franchise, of any inventory, supplies, equipment and furnishings which were purchased from Franchisor or a supplier designated by Franchisor. Personalized materials which have no value to Franchisor need not be compensated for. If Franchisor refuses to renew a franchise for the purpose of converting Franchisee's business to one owned and operated by Franchisor, Franchisor, in addition, must compensate Franchisee for the loss of goodwill. Franchisor may deduct reasonable costs incurred in removing, transporting and disposing of Franchisee's inventory, supplies, equipment and furnishings pursuant to these requirements, and may offset any moneys due Franchisor.

4. This Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Hawaii amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

| | |
|---|---|
| Bin There USA, LLC<br>Franchisor | _____<br>Franchisee Entity |
| By:_____ | By:_____ |
| Name:_____ | Name:_____ |
| Title:_____ | Title:_____ |

## Illinois Franchise Agreement Amendment

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached Bin There USA, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Article 1 of the Agreement, under the heading "Grant, Term, and Renewal," shall be amended by the addition of the following new paragraph 1.7, which shall be considered an integral part of the Agreement:

> 1.7 If any of the provisions of this Article 1 are inconsistent with Section 20 of the Illinois Franchise Disclosure Act, the provisions of the Act shall apply. If Franchisor refuses to renew this Agreement, Franchisor shall compensate Franchisee if (and to the extent) such compensation is required under Section 20 of the Illinois Franchise Disclosure Act.

2. Article 15 of the Agreement, under the heading "Effect of Termination," shall be amended by the addition of the following new paragraph 15.4, which shall be considered an integral part of the Agreement:

> 15.4 If any of the provisions of this Article 15 concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then said Illinois law shall apply.

3. Sections 18.8 and 18.10 of the Agreement are deleted.

4. Section 18.13 of the Agreement shall be amended by the addition of the following:

> Section 41 of the Illinois Franchise Disclosure Act states that any condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois Franchise Disclosure Act, is void.

5. Section 18.14 of the Agreement shall be amended by the addition of the following:

> Any claims arising under the Illinois Franchise Disclosure Act shall be commenced within the period of limitation established in Section 27 of the Illinois Franchise Disclosure Act.

6. Article 18 of the Agreement, under the heading "General Contract Provisions," shall be amended by the addition of the following new paragraph 18.19, which shall be considered an integral part of the Agreement:

> 18.19 Nothing contained in this Section shall constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other Illinois law (as long as the jurisdictional requirements of the Illinois Franchise Disclosure Act are met).

7. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Illinois amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

| | |
|---|---|
| Bin There USA, LLC<br>Franchisor | _____<br>Franchisee Entity |
| By:_____ | By:_____ |
| Name:_____ | Name:_____ |
| Title:_____ | Title:_____ |

## Maryland Franchise Agreement Amendment

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Bin There USA, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 1.6 (h) of the Agreement, under the heading "Grant, Term and Renewal," is amended by adding the following language at the end of the sentence:

The general release required as a condition of renewal shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Section 16.4 (b) (i) of the Agreement, under the heading "Assignment," is amended by adding the following language at the end of the sentence:

The general release required as a condition of assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Section 18.14 of the Agreement, under the heading "General Contract Provisions," is amended by adding the following language at the end of the paragraph:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

Any limitation on the period of time mediation and/or litigation claims must be brought shall not act to reduce the 3 year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law.

4. Section 19 of the Agreement, under the heading "Acknowledgment," is amended by the addition of the following:

The acknowledgments above are not intended to nor will they act as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.

5. The Agreement is amended by the addition of the following:

Any general release required a condition of obtaining a refund of the deposit and/or initial fees shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

6. Each provision of this amendment will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Maryland amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

| | |
|---|---|
| Bin There USA, LLC<br>Franchisor | _____<br>Franchisee Entity |
| By:_____ | By:_____ |
| Name:_____ | Name:_____ |
| Title:_____ | Title:_____ |

## Minnesota Franchise Agreement Amendment

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat. § 80C., and of the Rules and Regulations promulgated thereunder by the Commissioner of Commerce, the parties to the attached Bin There USA, LLC Franchise Agreement (the "Agreement") agree as follows:

1. The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Act (collectively the "Franchise Act"). To the extent that the Agreement and Franchise Disclosure Document contain provisions that are inconsistent with the following, such provisions are hereby amended:

a. Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties, or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

b. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases): (1) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement; and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

c. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols, or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.

d. Minnesota considers it unfair to not protect the franchisee's rights to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

e. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

f. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

g. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

2. Each provision of this amendment will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Act are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Minneosta amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

| | |
|---|---|
| Bin There USA, LLC<br>Franchisor | _____<br>Franchisee Entity |
| By:_____ | By:_____ |
| Name:_____ | Name:_____ |
| Title:_____ | Title:_____ |

## New York Franchise Agreement Amendment

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached Bin There USA, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 1.6 (h) of the Agreement, under the heading "Grant, Term and Renewal," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in its place:

> 1.6 (h) Franchisee and each of the Principals shall have executed, at the time of such renewal, a general release of any claims they may have against Franchisor, and the officers, directors, agents and employees of Franchisor, in form and terms prescribed by Franchisor; provided, however, that all rights enjoyed by Franchisee and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied.

2. Section 16.4 (b) (i) of the Agreement, under the heading "Assignment," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in its place:

> 16.4 (b) (i) a general release of any claims they may have against the Franchisor, its affiliates and their officers, directors, agents and employees of Franchisor; provided, however, that all rights enjoyed by the transferor and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied;

3. Sections 18.12 and 18.16 of the Agreement, under the heading "General Contract Provisions," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in its place:

> 18.12 Nothing herein contained shall bar the right of Franchisor or Franchisee to seek injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

> 18.16 Franchisee shall pay to Franchisor all damages, costs and expenses (including without limitation reasonable attorneys' fees) that Franchisor incurs subsequent to the termination or expiration of the franchise granted under this Agreement in: (a) seeking injunctive or other relief for the enforcement of any provisions of this Agreement (including without limitation Article 8 above); and/or (b) successfully defending a claim that Franchisor defrauded Franchisee into signing this Agreement, that the provisions of this Agreement are not fair, were not properly entered into, and/or that the terms of this Agreement do not govern the parties' relationship.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this New York amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

| | |
|---|---|
| Bin There USA, LLC<br>Franchisor | _____<br>Franchisee Entity |
| By:_____ | By:_____ |
| Name:_____ | Name:_____ |
| Title:_____ | Title:_____ |

## North Dakota Franchise Agreement Amendment

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, and the policies of the office of the State of North Dakota Securities Commission, the parties to the attached Bin There USA, LLC Franchise Agreement (the "Agreement") agree as follows:

1. The Franchise Agreement shall be amended by the addition of the following:

The parties acknowledge and agree that they have been advised that the North Dakota Securities Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota franchisees:

A. Restrictive Covenants: Franchise disclosure documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

C. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Franchise agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

I. Limitation of Claims: Requiring that North Dakota franchisees to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

J. Enforcement of Agreement: Requiring that North Dakota franchisees to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

2. Each provision of this amendment will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this North Dakota amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

| | |
|---|---|
| Bin There USA, LLC<br>Franchisor | _____<br>Franchisee Entity |
| By:_____ | By:_____ |
| Name:_____ | Name:_____ |
| Title:_____ | Title:_____ |

## Rhode Island Franchise Agreement Amendment

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19 28.1-1 through 19-28.1-34, the parties to the attached Bin There USA, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 18 of the Agreement, under the heading "General Contract Provisions," shall be amended by the addition of the following:

> § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. This amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rhode Island amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

| | |
|---|---|
| Bin There USA, LLC<br>Franchisor | _____<br>Franchisee Entity |
| By:_____ | By:_____ |
| Name:_____ | Name:_____ |
| Title:_____ | Title:_____ |

## Washington Franchise Agreement Amendment

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, the parties to the attached Bin There USA, LLC Franchise Agreement (the "Agreement") agree as follows:

1. The state of Washington has a statute, RCW 19.100.180, which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination, renewal and transfer of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination, renewal and transfer of your franchise.

2. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

3. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

4. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

6. Each provision of this addendum to the disclosure document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.180, are met independently without reference to this amendmnet.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Washington amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

| | |
|---|---|
| Bin There USA, LLC<br>Franchisor | _____<br>Franchisee Entity |
| By:_____ | By:_____ |
| Name:_____ | Name:_____ |
| Title:_____ | Title:_____ |

# Exhibit J
# Franchisee Compliance Certification

# EXHIBIT J

## BIN THERE DUMP THAT
## FRANCHISEE COMPLIANCE CERTIFICATION

As you know, Bin There USA, LLC (the **"Franchisor"**) and you are preparing to enter into a Franchise Agreement for the establishment and operation of a "Bin There ... Dump That" franchised business ("**Business**"). The purpose of this Questionnaire is to determine whether any statements or promises were made to you that the Franchisor has not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. The following dates and information are true and correct:

   a. _____,201__ The date of my first face-to-face meeting with any person to discuss the possible purchase of a franchise for a Business.
   Initials _____

   b. _____,201__ The date on which I received Franchisor's Franchise Disclosure Document ("**FDD**").
   Initials _____

   c. _____,201__ The date when I received a fully completed copy (other than signatures) of the Franchise Agreement and/or Addenda (if any) and all other documents I later signed.
   Initials _____

   d. _____,201__ The date on which I signed the Franchise Agreement.
   Initials _____

2. Have you received and personally reviewed the Franchise Agreement and each Addendum and related agreement attached to them?

   Yes _____ No _____

3. Do you understand all of the information contained in the Franchise Agreement and each Addendum and related agreement provided to you?

   Yes _____ No _____

   If no, what parts of the Franchise Agreement and/or related agreement do you not understand? (Attach additional pages, as needed.)

   _____
   _____
   _____
   _____

4. Have you received and personally reviewed the Franchisor's FDD that was provided to you?

   Yes _____ No _____

5. Do you understand that the Franchise Agreement contains a number of provisions that may affect your legal rights, including required mediation, designated locations or states for any judicial proceedings, a waiver of a jury trial, a waiver of punitive or exemplary damages, limitations on when claims may be filed, and other waivers and limitations?

   Yes _____ No _____

6. Did you sign a receipt for the FDD indicating the date you received it?

   Yes _____ No _____

7. Do you understand all of the information contained in the FDD and any state-specific Addendum to the FDD?

   Yes _____ No _____

   If No, what parts of the FDD and/or Addendum do you not understand? (Attach additional pages, as needed.)

   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____

8. Have you discussed with an attorney, accountant, or other professional advisor the benefits and risks of establishing and operating a Business as a franchisee?

   Yes _____ No _____

   If No, do you wish to have more time to do so?

   Yes _____ No _____

9. Do you understand that the success or failure of your franchised Business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?

Yes _____ No _____

10. Has any person speaking on the Franchisor's behalf made any statement or promise to you concerning the revenues, profits or operating costs of a Business that is contrary to the information contained in the FDD?

Yes _____ No _____

11. Has any person speaking on the Franchisor's behalf made any statement or promise to you regarding the amount of money you may earn in operating the Business that is contrary to the information contained in the FDD?

Yes _____ No _____

12. Has any person speaking on the Franchisor's behalf made any statement or promise to you concerning the total amount of revenue the Business will or may generate, that is contrary to the information contained in the FDD?

Yes _____ No _____

13. Has any person speaking on the Franchisor's behalf made any statement or promise to you regarding the costs you may incur in operating the Business that is different from the information contained in the FDD?

Yes _____ No _____

14. Has any person speaking on the Franchisor's behalf made any statement or promise to you concerning the likelihood of success that you might expect to achieve from operating a Business?

Yes _____ No _____

15. Has any person speaking on the Franchisor's behalf made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is different from the information contained in the FDD?

Yes _____ No _____

16. Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise before today?

Yes _____ No _____

17. Have you paid any money to the Franchisor concerning the purchase of this franchise before today?

Yes _____ No _____

18. Do you understand that the territorial rights you have been granted are subject to limitations and exceptions?

Yes _____ No _____

19. Do you understand that the Franchisor and its affiliates retain the right, directly or through others, to develop and franchise other similar franchises or different franchise systems inside or outside of your territory?

Yes _____ No _____

20. Do you understand that all disputes or claims you may have arising out of or relating to the Franchise Agreement must be heard in the courts of New York or in the jurisdiction in which the Franchisor maintains its principal place of business (if not resolved informally or by mediation)?

Yes _____ No _____

21. Do you understand that the Franchise Agreement provides that you can only collect compensatory damages on any claim under or relating to the Franchise Agreement and not any consequential or punitive damages?

Yes _____ No _____

22. Do you understand that the Franchise Agreement contains the entire agreement between you and the Franchisor concerning the franchise for the Business, meaning that any prior oral or written statements not set out in the Franchise Agreement will not be binding?

Yes _____ No _____

23. If you have answered "Yes" to any of questions 10-17, please provide a full explanation of each "yes" answer in the following blank lines. (Attach additional pages, as needed, and refer to them below.) If you have answered "no" to each of questions 10-17, then please leave the following lines blank.

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

24. During my negotiations and evaluations leading up to my decision to buy a Bin There ... Dump That franchise, I communicated with the following individuals from Bin There USA, LLC or its affiliates, or independent brokers:

| Name | Address |
|---|---|
| 1. | _____ |
| 2. | _____ |
| 3. | _____ |
| 4. | _____ |

[Insert additional names and addresses below if needed]

25. I signed the Franchise Agreement and Addenda (if any) on _____, 201___, and understand that no Agreement will take effect unless and until the Franchisor also signs.

**I understand that my answers are important to the Franchisor and that the Franchisor will rely on them. By signing this questionnaire, I am representing that I have considered each question carefully and responded truthfully to the above questions.**

Franchise Applicant

_____
Signed

_____
Printed Name

_____
Date

## EXHIBIT K
## GENERAL RELEASE

The following is our current general release that we expect to include in a release that a franchisee and/or transferor may sign as part of a renewal or an approved transfer. We have to the right to periodically modify this release.

**THIS GENERAL RELEASE** ("Release") is executed on _____ by _____ ("Franchisee") and _____ ("Guarantors") as a condition of: transfer or renewal of the Bin There USA, LLC Franchise Agreement dated _____ ("Franchise Agreement") between Franchisee and Bin There USA, LLC("BTU").

**1. Release by Franchisee and Guarantors.** Franchisee (if Franchisee is an entity, on behalf of itself and its parent, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities and, if Franchisee is an individual, on behalf of himself/herself and his/her heirs, representatives, successors and assigns) and Guarantors (on behalf of themselves and their respective heirs, representatives, successors and assigns) (collectively, "Releasors") freely and without any influence forever release BTU and its parent, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities (collectively "Releasees") with respect to any and all claims, demands, liabilities and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected (collectively, "Claims"), which any Releasor ever owned or held, now owns or holds or may in the future own or hold, including, without limitation, claims arising under federal, state and local laws, rules and ordinances and claims arising out of, or relating to the Franchise Agreement and all other agreements between any Releasor and any Releasee, arising out of, or relating to any act, omission or event occurring on or before the date of this Release, unless prohibited by applicable law.

**2. Risk of Changed Facts.** Franchisee and Guarantors understand that the facts in respect of which the Release in Section 1 is given may turn out to be different from the facts now known or believed by them to be true. Franchisee and Guarantors hereby accept and assume the risk of the facts turning out to be different and agree that the Release shall nevertheless be effective in all respects and not subject to termination or rescission by virtue of any such difference in facts.

**3. No Prior Assignment.** Franchisee and Guarantors represent and warrant that the Releasors are the sole owners of all Claims and rights released in Section 1 and that Releasors have not assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim released under Section 1.

**4. Covenant Not to Sue.** Franchisee and Guarantors (on behalf of the Releasors) covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any person or entity released under Section 1 with respect to any Claim released under Section 1.

**5. Complete Defense.** Franchisee and Guarantors: **(A)** acknowledge that this Release shall be a complete defense to any Claim released under Section 1; and **(B)** consent to the entry of a temporary or permanent injunction to prevent or end the assertion of any such Claim.

**6. Successors and Assigns.** This Release will inure to the benefit of and bind the successors, assigns, heirs and personal representatives of BTU and each Releasor.

**7. Third Party Beneficiary.** Franchisee and Guarantors acknowledge that BTU and its parents, affiliates, and subsidiaries shall be third party beneficiaries under this General Release with the right to enforce the terms of this General Release.

**8. Construction**. Franchisee and Guarantors acknowledge and agree that they have been represented by independent counsel of their own choice throughout all negotiations which preceded the execution of this Release, and that they have executed this Release with the consent and upon the advice of said independent counsel. The masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular to refer to and include the plural, and vice versa.

**9. Enforcement.** This Release and all claims relating to this Release shall be governed by and construed under the law of the State of New York. Franchisee and Guarantor shall file any controversy or claim whatsoever arising out of or relating to this Release or the enforcement of the promises in this Release or with regard to the interpretation, formation, or breach of this Release in the court where BTU's principal offices are located. BTU may file any controversy or claim whatsoever arising out of or relating to this Release or the enforcement of the promises in this Release or with regard to the interpretation, formation, or breach of this Release in the court where its principal offices are located, where Franchisee resides or does business, or where the claim arose.

**10. Confidentiality.** The terms of this Release shall remain confidential and may not be disclosed except when and to the extent necessary to comply with applicable federal, state, or local laws, court orders or regulations.

**11.** This general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

[Remainder of page left blank]

**IN WITNESS WHEREOF**, Franchisee and Guarantors have executed this Release as of the date shown above.

**ATTEST:**

By: _____

Print Name: _____

**WITNESS:**

_____

Print Name: _____

**WITNESS:**

_____

Print Name: _____

**WITNESS:**

_____

Print Name: _____

**FRANCHISEE:**
**(IF FRANCHISEE IS AN ENTITY)**

By: _____

Print Name: _____

Title _____

Date: _____

**(IF FRANCHISEE IS AN INDIVIDUAL)**

_____
[Signature]

_____

_____
[Print Name]

Dated: _____

_____

**GUARANTOR:**

_____

Date: _____

**GUARANTOR:**

_____

Date: _____

# Exhibit L
# Receipts

## ITEM 23 • RECEIPTS
(Exhibit L)

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

If Bin There USA, LLC offers you a franchise, it must provide this disclosure document to you (a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or (b) under New York law, if applicable, at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or (c) Iowa requires that we give you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship, or (d) 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 Bin There USA, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agencies listed in Exhibit B.

The franchisor is Bin There USA, LLC, located at 1645 Finfar Court, Mississauga, Ontario, L5J 4K1, Canada (tel-905.823.8550).

Issuance date: April 25, 2017.

The franchise sellers are: John Ferracuti of Bin There USA, LLC at 1645 Finfar Court, Mississauga, Ontario, L5J 4K1, Canada (tel-905.823.8550).

Any additional individual franchise sellers involved in offering the franchise are:

_____

Bin There USA, LLC authorizes the respective state agencies identified on Exhibit C to receive service of process for it in the particular state.

I received a Franchise Disclosure Document dated April 25, 2017 that included the following Exhibits:

A-1 Franchise Agreement and Exhibits
A-2 Deposit Agreement
B List of State Administrators
C Agents for Service of Process
D List of Current and Former BTDT Business Franchisees
E List of Company-Owned BTDT Businesses
F Financial Statements
G Table of Contents for Manual
H State-specific Disclosures
I State-specific Agreement Amendments
J Franchisee Compliance Certification
K General Release
L Receipts (2 copies)

_____ _____
Date Received Prospective Franchisee

_____ _____
Date Received Name (please print)
Address:_____
_____

## ITEM 23 • RECEIPT
(Exhibit L)

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

If Bin There USA, LLC offers you a franchise, it must provide this disclosure document to you (a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or (b) under New York law, if applicable, at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or (c) Iowa requires that we give you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship, or (d) 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 Bin There USA, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agencies listed in Exhibit B.

The franchisor is Bin There USA, LLC, located at 1645 Finfar Court, Mississauga, Ontario, L5J 4K1, Canada (tel-905.823.8550).

Issuance date: April 25, 2017.

The franchise sellers are: John Ferracuti of Bin There USA, LLC at 1645 Finfar Court, Mississauga, Ontario, L5J 4K1, Canada (tel-905.823.8550).

Any additional individual franchise sellers involved in offering the franchise are:

_____

Bin There USA, LLC authorizes the respective state agencies identified on Exhibit C to receive service of process for it in the particular state.

I received a Franchise Disclosure Document dated April 25, 2017 that included the following Exhibits:

A-1 Franchise Agreement and Exhibits
A-2 Deposit Agreement
B List of State Administrators
C Agents for Service of Process
D List of Current and Former BTDT Business Franchisees
E List of Company-Owned BTDT Businesses
F Financial Statements
G Table of Contents for Manual
H State-specific Disclosures
I State-specific Agreement Amendments
J Franchisee Compliance Certification
K General Release
L Receipts (2 copies)

_____
Date Received

_____
Date Received

_____
Prospective Franchisee

_____
Name (please print)
Address:_____

_____