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Department of
Business Oversight

FRANCHISE DISCLOSURE DOCUMENT
MASTER FRANCHISE OFFERING
Green Homes USA, Franchising, LLC
A Delaware limited liability company
Suite 901, Level 9, 50 Clarence St, Sydney NSW 2000
Tel: +61 263691666
mick@greenhomesaustralia.com.au
www.greenhomesaustralia.com.au

The franchise that we offer is to operate as our master franchisee within a designated territory to solicit, screen, recruit, and qualify prospective GH franchisees within the designated territory, sell franchises within the designated territory, and provide continuous training and support to franchisees within the designated territory (the "Master Franchise Business" or "Franchised Business").

The total investment necessary to begin operation of a GH Master Franchise Business is between $285,600 to $2,576,000. This includes $250,000 to $2,500,000 that must be paid to us or our affiliate for the master franchise territory fee.

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

You may wish to receive your disclosure document in another form that is more convenient for you. To discuss the availability of disclosures in different forms, contact Mick Fabar, Green Homes USA, Franchising, LLC, Suite 901, Level 9, 50 Clarence Street, Sydney NSW 2000.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as *"A Consumer's Guide to Buying a Franchise,"* which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at *www.ftc.gov* for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: March 5, 2019

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administration 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 administrator listed in Exhibit A to this Franchise Disclosure Document for information about the franchisor, about other franchisors, 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 MASTER FRANCHISEE AGREEMENT PERMITS YOU TO SUE THE FRANCHISOR ONLY IN THE STATE OF DELAWARE. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO SUE THE FRANCHISOR IN THE STATE OF DELAWARE.

2. THE MASTER FRANCHISEE AGREEMENT STATES THAT DELAWARE LAW GOVERNS EACH AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU SHOULD COMPARE THESE LAWS.

3. THIS DISCLOSURE DOCUMENT DOES NOT DESCRIBE THE TERMS OF YOUR FRANCHISE AGREEMENT FOR YOUR GREEN HOMES. YOU WILL OBTAIN FROM US AN ADDITIONAL DISCLOSURE DOCUMENT THAT DESCRIBES THE TERMS OF YOUR FRANCHISE AGREEMENT FOR YOUR GREEN HOMES. YOU WILL BE REQUIRED TO OPEN AND OPERATE A GREEN HOMES LOCATION WITHIN YOUR DEVELOPMENT TERRITORY. YOUR FAILURE TO OPEN AND OPERATE A GREEN HOMES MAY RESULT IN TERMINATION OF YOUR MASTER FRANCHISEE AGREEMENT.

4. THE MASTER FRANCHISEE WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM $285,600 to $2,576,000. THIS AMOUNT EXCEEDS THE FRANCHISOR'S STOCKHOLDERS EQUITY OF (111,159) AS OF DECEMBER 31, 2018.

5. YOU MUST SATISFY A DEVELOPMENT QUOTA. SEE ITEM 12 AND SECTION 12.1(b) OF THE MASTER FRANCHISE AGREEMENT.

6. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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 be sure to do your own investigation of the franchise.

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.

The 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:

Effective Dates

California
Connecticut
Florida
Hawaii
Illinois
Indiana
Kentucky
Maine
Maryland
Michigan
Minnesota
Nebraska
New York
North Carolina
North Dakota
Rhode Island
South Carolina
South Dakota
Texas
Utah
Virginia
Washington
Wisconsin

In all other states the effective date of this Franchise Disclosure Document is the issuance date of: March 5, 2019

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Green Homes USA Franchising, LLC
FRANCHISE DISCLOSURE DOCUMENT

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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

Green Homes USA, Franchising, LLC, franchisor of the GH franchise is referred to in this franchise disclosure document (the "Disclosure Document") as "we", "us" or "our" as the context requires. A franchisee is referred to in this Disclosure Document as "you" and "your" as the context requires. If you are a corporation, partnership or other legal entity (a "Corporate Entity"), our Franchise Agreement will also apply to your individual owners, shareholders, members, officers, directors and other principals.

The Franchisor

We are a Delaware limited liability company established on February 28, 2018. Our business address is Suite 901, Level 9, 50 Clarence Street, Sydney NSW 2000. We conduct business under our corporate name Green Homes USA, Franchising, LLC and under the GH trade name. Presently, we do not intend to establish an office in the United States. Our business is operating the GH franchise system and granting franchises to third parties like you to develop and operate GH Businesses and GH Business Master Franchise Businesses (defined below). We began offering franchises as of June 1, 2018. Other than as discussed above, we are not in any other business, we have not conducted business in any other line of business and we have not offered or sold franchises in any other line of business. Our parent is Green Homes USA Holdings, Inc., a Delaware corporation established on December 14, 2018. Our registered agents for service of process are disclosed in Exhibit B of this Disclosure Document.

The Franchised Business

The Franchised Business is a master franchise business providing for your establishment and operation of a business as our master franchisee within a designated territory. You may enter into a Master Franchise Agreement in the form attached to this Disclosure Document as Exhibit E (the "Master Franchise Agreement") to develop and operate a master franchise business within a designated master franchise territory (the "Master Franchise Territory"). We refer to the master franchise business that you will develop and operate as either the "Master Franchise Business" or the "Franchised Business" and we refer to you as a "Master Franchisee." As a Master Franchisee you will be required to engage in certain activities related to the promotion and marketing of GH Businesses (defined below), the sale of GH Business franchises, and the training and support of GH Business Franchisees within your designated Master Franchise Territory in conformity with our System, as defined and disclosed below.

We have developed and license a system (the "System") for the development and operation of a home construction business (each, a "GH Business") that provides energy efficient green home construction services (the "System Services and Products"). The System is presently identified by the GH trademark, the GH logo and such other trade-names, trademarks, service-marks, logotypes, and commercial symbols as we may designate, modify and adopt from time to time for use in the System and as same may or may not be registered with the United States Patent and Trademark Office (collectively referred to as the "Licensed Marks"). Under our approved individual outlet franchise agreement (the "Franchise Agreement"), franchisees are required to develop and operate a GH Business in conformity with the requirements of our System. We do not offer or disclose our individual outlet GH Business Franchise Agreement in this Disclosure Document. Disclosure of our individual outlet GH Business Franchise Agreements is made by a separate franchise disclosure document (the "GH Business Individual Outlet FDD").

Master Franchise Agreement

If we approve you as a master franchisee, you may enter into a Master Franchise Agreement in the form attached to this Disclosure Document as Exhibit E to offer and sell, as master franchisee, individual outlet GH Business franchises within a designated territory and to provide on-going training and support to GH Business Franchisees within a designated territory. You must offer and sell GH Business franchises in accordance with the terms and conditions of your Master Franchise Agreement and, in conformity with the GH Business Individual Outlet FDD that we authorize and approve.

At the time of signing the Master Franchise Agreement you must pay to us a Master Franchise Territory Fee (the "Master Franchise Territory Fee") as described in Item 5 of this Disclosure Document. On-going, for each and every GH Business franchise that you authorize or sell you must pay to us a franchise fee (the "Individual Outlet Franchise Fee") in amounts equal to Thirty (30%) Percent of gross initial franchise fees charged and/or received by you at the time of granting each and every GH Business franchise. On-going, you will also be required to pay to us monthly on-going royalty fees (the "Master Franchise Royalty Fee(s)") equal to One and One-Half (1.5%) Percent of the System-wide Gross Sales generated by GH Businesses within your designated territory.

As a Master Franchisee, within your designated territory, you will be required to meet franchise sales and development goals, you will be responsible for awarding GH Business franchises, entering into Franchise Agreements, and complying with all laws rules and regulations that apply to businesses generally and that apply to franchise registration, franchise filings, franchise disclosures, franchise relationship laws, and and franchise sales regulation. Your offering and sale must be made pursuant to an Individual Outlet FDD that you are responsible for but that must be approved by us as to our requirements. Additionally, within your designated territory, you will have the following responsibilities:(a) solicit and screen prospective GH Business Franchisees to ensure they meet our minimum qualifications and requirements; (b) award GH Business franchises in accordance with our approved Franchise Agreement; (c) provide GH Business Franchisees with opening assistance and on-going support; (d) provide initial and on-going training to GH Business Franchisees; (e) provide territory support to GH Business Franchisees; (f) provide marketing and sales support to GH Business Franchisees; (g) provide operational support and guidance to to GH Business Franchisees; (h) conduct on-going inspections of all to GH Business Franchisees to ensure compliance with our standards; (i) provide continual monitoring of to GH Business Franchisees to ensure compliance with our practices, procedures and Manuals; and (j) carry-out, discharge and perform all responsibilities set forth in the Franchise Agreement. You will be responsible for disclosing our Franchise Disclosure Document for GH Business Franchisees in conformity with all applicable laws and, to disclose and satisfy your obligations as a Master Franchisee in accordance with all applicable laws. You must conduct and perform inspections for all GH Businesses in your Master Franchise Territory at least once per calendar-year quarter.

Our Affiliate

Our affiliate, Green Builder Pty Ltd is an Australian proprietary limited company and maintains a principal business address at Suite 901, Level 9, 50 Clarence St, Sydney NSW 2000. This affiliate is the franchisor of the Green Homes franchise system in Australia, is the owner of the Licensed Marks, and has granted a license to us to use the Licensed Marks and System in the United States. You will not conduct business directly with this affiliate.

Market and Competition

The franchise industry and residential construction and contracting industry are extremely competitive. You will be competing with other franchise systems that offer franchises that provide residential construction and contracting services. GH Business Franchisees will be competing with local, regional, and national builders and general contractors. The market for the services offered by GH Businesses is seasonal in nature in that construction and contracting services of the type and nature provided by GH Businesses will be less active during winter months in those markets with cold and inclement weather.

Industry Specific Laws

You will be subject to federal and state specific franchise laws, rules and regulations related to the offer and sale of franchises, the disclosure of a franchise disclosure document, franchise sales, franchise registrations and filings, franchise relationship laws, and state specific franchise and business opportunity disclosure laws, franchise seller disclosures, and registration requirements. You must carefully review the franchise regulation and laws that will govern the operation of the Master Franchise Business and your sale of GH Business franchises. Additionally, as to individual outlet GH Businesses, states and local jurisdictions have laws, rules, and regulations that will apply to the licensing and operation of a GH

Business, including rules and regulations related to contractor licensing, and other rules and regulations related to the ownership and operation of a residential construction and contractor business.

You will also be subject to federal and state laws and regulations that apply to businesses generally, including rules and regulations involving employment practices, wage and hour laws, immigration and employment laws. You must review federal minimum wage and overtime laws, as well as similar laws within your state to ensure compliance with labor and wage laws currently in existence and those that may later be adopted. You should consult with your attorney concerning these and other local laws, rules and regulations that may affect the operation of your GH Business.

ITEM 2
BUSINESS EXPERIENCE

Mick Fabar, President
Mick Farbar is our president and he has served in this role since our formation on February 28, 2018. Mr. Farbar is the president of our parent company Green Builder Pty Ltd which is an Australia based franchisor of the Green Homes Australia franchise system operating in Australia. Mr. Fabar maintains offices at our parent company's headquarters in Australia. Since 2014 and continuing to present Mr. Fabar has been and remains the president of our parent company.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

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ITEM 5
INITIAL FEES

When you sign a Master Franchise Agreement you must pay us a non-refundable master franchise territory fee (the "Master Franchise Territory Fee") in an amount ranging from $250,000 to $2,500,000. The amount of the Master Franchisee Fee is determined based on our determination as to the size of your Master Franchise Territory and the number of GH Business franchises that we designate for potential development within your Master Franchise Territory. The Master Franchisee Fee is Twenty-Five Thousand ($25,000) Dollars for each GH Business that we determine may be potentially developed within your Master Franchise Territory. The minimum number of GH Business that we may designate for potential development under a Master Franchise Agreement is ten (10) and the maximum number is one hundred (100). You may secure rights to develop additional GH Business within your Development Territory if approved by us but it will increase your "Estimated Initial Investment" as disclosed in Item 7 of this Disclosure Document.

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ITEM 6
OTHER FEES

TYPE OF FEE (Note 1)	AMOUNT	DUE DATE	REMARKS
Individual Outlet Franchise Fees (Notes 2 and 4)	30% of System Franchise Fees	Due monthly on the first Thursday of each month for the preceding month	This payment will be debited automatically from your business bank through ACH. See, Notes 1, 2 and 4.
Master Franchise Royalty Fees (Notes 3 and 5)	1.5% of System Gross Sales	Due monthly on the first Thursday of each month for the preceding month	This payment will be debited automatically from your business bank through ACH. See, Notes 1, 3 and 5.
Technology Fee	$250 to $750 per GH Business Franchisee. Currently this fee is $250 per GH Business Franchisee.	Due monthly on the first Thursday of each month for the preceding month	This payment will be debited automatically from your business bank through ACH. See, Notes 1, 3 and 5.
Local Advertising Expenditures	Minimum of $3,000 per month.	Monthly, as incurred by you and negotiated with local suppliers.	You must provide us with a monthly accounting of these expenditures. Your advertising and marketing efforts must meet our standards and specifications and will be subject to our approval.
Insurance Premiums	Amount of premiums.	Prior to opening.	Prior to the commencement of the operations of the Franchised Business you must obtain the insurance coverage that we designate and you must maintain this insurance coverage. You must pay and reimburse us if you fail to maintain the insurance coverage that we designate and we elect to obtain the coverage for you.
Transfer	$75,000	Prior to the date of transfer.	All transfers of the Master Franchise Agreement are subject to our approval and require the transferee's satisfaction of our training requirements. See, Note 1.
Additional Training: Management	Our then current fee. Currently our fee is $1,000 per person per week plus expenses incurred.	On demand.	Applies to additional training for new managers, replacement managers and supplemental training programs.

TYPE OF FEE (Note 1)	AMOUNT	DUE DATE	REMARKS
Additional Training: Field Consultant	Our then current fee. Currently our fee is $1,500 per person per week plus expenses incurred.	On demand.	Applies to additional training for new managers, replacement managers and supplemental training programs.
Renewal	$75,000	On demand.	If we approve renewal of your master franchise agreement, at the time of renewal, you will be required to sign our then current master franchise agreement and pay the renewal fee.
Interest Charges	The lesser of 18% per annum or the maximum legal rate allowable by the State in which your GH Business is located	On demand.	Applies to past due payments of all fees, charges, interest and payments due to us from you. Interest begins to accrue on the date that any payment is due from you to us.
Review and Audit	Actual costs	On receipt of invoice.	You must pay to us the costs that we incur in reviewing and auditing your records if the review and/or audit performed by us results in a finding that you failed to comply with the terms of your Master Franchise Agreement. These fees include the actual costs that we incur including, fees for accountants, attorneys, administrative staff, travel, meals and lodging expenses.
Collection Costs and Attorney Fees	Amount incurred by us to collect unpaid fees and sums due from you to us.	On demand	Includes fees and expenses incurred by us, including legal demands and litigation, related to your breach of the Master Franchise Agreement, including attorney fees, deposition expenses, expert witness fees, accounting fees and filing fees.
NSF Check Fee of Failed Electronic Fund Transfer	5% of amount or $50 whichever is greater or maximum fee allowed by law.	On demand	Applies to payment of fees due from you to us.
Non-compliance	Amount of fees, costs and/or expenses that we incur in connection with the non-	Within 14 days of our invoice	You must pay to us and reimburse us for all costs, fees and expenses that we incur as a result of or in connection with your breach of the

TYPE OF FEE (Note 1)	AMOUNT	DUE DATE	REMARKS
	performance of your obligations under the Master Franchise Agreement. Includes attorney fees.		Franchise Agreement. This includes legal fees, expenses and costs that we incur with outside legal counsel and costs associated with services and/or work performed by our own in-house legal staff.

Footnotes to Item 6
"Other Fees"

Note 1: Type of Fee / Fees Payable - The above table describes fees and payments that you must pay to us or our affiliates, or which we or our affiliates may impose or collect on behalf of a third party. All fees are recurring unless noted. All fees are payable to us unless otherwise noted and are not refundable unless otherwise noted. All fees payable to us shall be payable subject to our specification and instruction, including, our election to have all fees automatically drafted from your business bank account or automatically debited or charged to your business bank account.

You will be required to sign an ACH authorization form (Franchise Agreement, Exhibit 11) permitting us to electronically debit your designated bank account for payment of all fees payable to us (other than the Initial Franchise Fee) as well as any amount owed to us or our affiliated for goods or services. You must deposit all Gross Sales, receipts, and revenue of your Master Franchise Business into designated bank accounts that are subject to our ACH authorization. You must install and use, at your expense, the pre-authorized payment, automatic payment, automated banking, electronic debit and/or electronic funds transfer systems that we designate and require in the operation of your Master Franchise Business. You must pay all service charges and fees charged to you by your bank so that we may electronically debit your bank account.

Note 2: System Franchise Fees - "System Franchise Fees" means the total dollar amount of all fees: (a) representing and/or constituting initial franchise fees received by you in connection with the award and/or grant of franchise rights and/or other rights related to the development and/or operation of GH Businesses, use of the Licensed Marks, and/or use of the System; (b) received from GH Business Franchisees or any third-party in connection with the award and/or grant of franchise rights related to the operation of a GH Business, use of the Licensed Marks, and/or use of the System; and (c) the total gross amount of all receipts and revenues, whether in form of cash, credit, agreements to pay or other consideration including the actual retail value of any goods or services traded, borrowed, or received by you, an affiliate of yours and/or any third-party in exchange for monetary consideration and/or any form of non-money consideration (whether or not payment is received at the time of the sale), from or derived by you or your affiliates related to the award and/or grant of a GH Business franchise and/or license or grant to use the Licensed Marks and/or System, whether such business is conducted in compliance with or in violation of the terms of the Master Franchise Agreement. Master Franchisee shall be required to pay initial franchise fees for GH Businesses established by Master Franchisee and/or Master Franchisee's affiliates in amounts equal to those charged to all third-party franchisees and such amounts shall be included in the calculation of System Franchise Fees.

Note 3: Gross Sales - "Gross Sales" means the total dollar sales: (a) received from all customers of GH Businesses including, but not limited to, GH Businesses owned by Master Franchisee and GH Businesses owned by third-party franchisees and/or licensees, that are located within and/or operating within your designated Master Franchise Territory; (b) generated by and/or related to the sales and/or business of all GH Businesses including, but not limited to, GH Businesses owned by Master Franchisee and GH

Businesses owned by third-party franchisees and/or licensees, operating and/or providing goods or services within your designated Master Franchise Territory; and (c) the total gross amount of revenues and sales from whatever source derived, whether in form of cash, credit, agreements to pay or other consideration including the actual retail value of any goods or services traded, borrowed, or received by you, a GH Business, a GH Business franchisee, and/or any third-party in exchange for any form of non-money consideration (whether or not payment is received at the time of the sale), from or derived by you or any other person or corporate entity from business conducted or which started in, on, from or through a GH Business, whether such business is conducted in compliance with or in violation of the terms of the Franchise Agreement.

Note 4: Individual Outlet Franchise Fees - You must pay continuing individual outlet franchise fees equal to Thirty (30%) Percent of the System Franchise Fees. If any federal, state or local tax other than an income tax is imposed on the System Franchise Fee which we cannot directly and, dollar for dollar, offset against taxes required to be paid under any applicable federal or state laws, you must compensate us in the manner prescribed by us so that the net amount or net effective rate received by us is not less than that which has been established by the Franchise Agreement and which was due to us on the effective date of the Franchise Agreement.

Note 5: Master Franchise Royalty Fees - You must pay a continuing royalty fee equal to One and One-Half (1.5%) Percent of the System Gross Sales (defined below). If any federal, state or local tax other than an income tax is imposed on the Royalty Fee which we cannot directly and, dollar for dollar, offset against taxes required to be paid under any applicable federal or state laws, you must compensate us in the manner prescribed by us so that the net amount or net effective rate received by us is not less than that which has been established by the Franchise Agreement and which was due to us on the effective date of the Franchise Agreement.

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ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure (Note 1)	Amount	Method of Payment	When Due	To Whom Payment is Made
Master Franchisee Fee (Note 2)	$250,000 - $2,500,000	Lump sum	When you sign the Master Franchise Agreement	Us
Prepaid Rent and Lease Deposits (Note 3)	$3,000 - $5,000	Lump sum	Varies	Third party landlord
Leasehold Improvements (Note 4)	$1,000 - $2,500	Lump sum	Varies	Third party
Furniture, Fixtures and Equipment (Note 5)	$3,000 - $4,000	Lump sum	Varies	Third party
Computer, Software and Point of Sales System (Note 6)	$2,000 - $4,000	As billed	As incurred	Approved Third party suppliers and vendors, subject to our specifications
Utility Deposits (Note 7)	$100 - $500	As billed	Before opening	Utility companies
Insurance Deposits and Premiums (Note 8)	$500 - $2,500	As billed	Varies	Insurance companies
Travel and Lodging for Initial Training (Note 9)	$10,000 - $15,000	As incurred	Before opening	Third party
Professional Fees (Note 10)	$5,000 - $15,000	As billed	Before opening	Third parties, including attorneys, and accountants

Type of Expenditure (Note 1)	Amount	Method of Payment	When Due	To Whom Payment is Made
Business Licenses and Permits (Note 11)	$500 - $1,000	Lump sum	Before opening	Government authorities
Printing, Stationary and Office Supplies (Note 12)	$500 - $1,500	As billed	Before opening	Third party
Additional Funds – Initial period of 3 months (Note 13)	$10,000 - $25,000	As incurred	Before opening	Us, utilities approved vendors, employees and other providers of services and/or goods necessary for the operation of your GH Business.
TOTAL ESTIMATE	$285,600 – $2,576,000 (Master Franchise Agreement Only)			

Footnotes to Item 7
"Your Estimated Initial Investment"

Note 1: About Your Estimated Initial Investment - These are only estimates and your costs may vary depending on the scope and size of your Master Franchise Territory and your master franchise development obligations.. You should carefully review these estimates with your business, accounting and legal advisors before making any decision in signing a Franchise Agreement. These estimates do not include interest and financing charges that you may incur and they do not include royalties, marketing development and other continuing fees that you will be required to pay to us. Payments are non-refundable unless otherwise noted. We do not offer direct or indirect financing. The total estimates are based on our experiences. Your costs may vary based on a number of factors including the scope and size of your Master Franchise Territory. We recommend that you use these categories and estimates as a guide to develop your own business plan and budget and investigate specific costs in your area. Estimates related to the expenses that you will incur in establishing and opening a GH Business are separately disclosed in the GH Business Individual Outlet FDD.

Note 2: Master Franchisee Fee - The Master Franchisee Fee is calculated based on the number of GH Businesses authorized and designated for development under your Master Franchise Agreement. The minimum number of GH Business franchises that we may designate for potential development under a Master Franchise Agreement is ten (10) and the maximum number is one hundred (100). You may secure rights to develop additional GH Businesses within your Master Franchise Territory if approved by us but it will increase your "Estimated Initial Investment" as disclosed herein. The Master Franchisee Fee is $25,000 per GH Business franchise authorized by us for potential establishment within the Master Franchise Territory. The Master Franchisee Fee is fully described in Item 5 of this Disclosure Document and is not refundable. There are no refunds under any other circumstances, including if you breach the Master Franchise Agreement and we terminate the Master Franchise Agreement.

Note 3: Prepaid Rent and Lease Deposit - You must lease or provide a suitable facility for the operations of your Master Franchise Business. You must secure a facility of approximately 300 to 500 square feet of class "B" commercial office space or better. Your facility must be approved by us in writing. You may secure a larger facility, but it will increase your operating costs. You will be required to pay the landlord a security deposit that will be calculated based upon a number of months' rent that the landlord requires to be held as security. The amount of your security deposit is something that you will negotiate directly with the landlord and will vary significantly based on a number of factors, including the desirability of your leased location and your own negotiations. This estimate does not include the purchase of real property should you elect to purchase the facility for the Franchised Business.

Note 4: Leasehold Improvements - This estimate is for the cost to build-out of an office for the operation of the Franchised Business. We have based our estimates on the assumption that the typical square footage for an office facility will range from 300 to 500 square feet and that the office facility will already be in a suitable condition for your office facility and will require only minor leasehold improvements.

Note 5: Furniture, Fixtures and Equipment - You will be required to purchase certain types of furniture, fixtures and equipment for the Franchised Business. Among other things, you will be required to purchase office furniture, and interior sign. The costs for furniture and fixtures may differ depending on the material quality and on other factors.

Note 6: Computer, Software and Point of Sales System - You will be required to purchase a notebook computer for the operations of the Franchised Business. You may be required to use certain software or CRM system as part of your Franchised Business. Additional information about the POS and computer systems are disclosed in Item 11 of this Disclosure Document

Note 7: Utility Deposits - To secure the appropriate utilities required for the operation of the office facility for the Franchised Business, including gas, electric, water, sewer and internet access, you will be required to pay upfront deposits to each applicable utility company.

Note 8: Insurance Deposits and Premiums - You are required to maintain certain insurance respecting the operations of the Franchised Business. Your actual payments for insurance and the timing of those payments will be determined based on your agreement with your insurance company and agent. The cost of your insurance coverage will be based on factors outside of our control. The amount charged for insurance coverage may be significantly more or less than our estimate. This estimate is for the cost of an initial deposit in order to obtain the minimum required insurance. You should check with your local carrier for actual premium quotes and costs, as well as the actual cost of the deposit. The cost of coverage will vary based on the area in which your GH Business will be located, your experience with the insurance carrier, the loss experience of the carrier and other factors beyond our control. We recommend that you consult with your insurance agent before signing a Franchise Agreement.

Note 9: Travel and Lodging - Prior to opening and commencing the operations of the Franchised Business you must complete our pre-opening training program. This estimate is for the cost for you or your Managing Owner and one designated manager (two individuals in total) to attend the initial training program held in Sydney, Australia. We do not charge tuition for training fee for you or your designated Managing Owner and one of your designated managers. Your costs will depend on the number of people attending training, their point of origin, method of travel, class of accommodation and living expenses (food, transportation, etc.). The duration of the training program is 24 hours over a period of 3 days. This estimate does not include the cost of labor.

Note 10: Professional Fees - These estimates are for costs associated with the engagement of professionals such as attorneys and accountants representation and advice consistent with the start-up of the Franchised Business. We recommend that you seek the assistance of professional advisors when evaluating this franchise opportunity, this Disclosure Document, and the Master Franchise Agreement. It is also advisable to consult

these professionals to review any lease and other contracts that you will enter into as part of the development and operation of the Franchised Business.

Note 11: Business Licenses and Permits - You must apply for, obtain and maintain all required permits and licenses necessary to operate the Franchised Business. The licenses will vary depending on local, municipal, county and state regulations. All licensing fees are paid directly to the governmental authorities when incurred, and are due prior to opening the Franchised Business.

Note 12: Printing, Stationary and Office Supplies - This figure is primarily for printing a start-up order of stationery and business cards bearing the Licensed Marks and a supply of office materials.

Note 13: Additional Funds - You will need additional capital to support on-going businesses expenses, including business expenses such as payroll, inventory, marketing, rent and utilities. In making this estimate we have not considered and do not estimate sales revenue that you may or may not generate. It is extremely common for new businesses to generate negative cash flow. This estimate is only to cover on-going expenses during the initial start-up phase of the Franchised Business comprised of the first three (3) months following the opening of the Franchised Business. This is only an estimate and we cannot assure you that you will not incur additional expenses during the initial start-up phase or that you will not require additional capital (not included in this estimate) beyond the three (3) month initial start-up phase. There is no assurance that additional working capital will not be necessary during this start-up phase or after. We have relied on the experiences of our affiliate in making this estimate.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To ensure that our standards and specifications of quality, service and System development are maintained, you must operate the Franchised Business in strict conformity with the Master Franchise Agreement and the methods, standards, specifications and sources of supply that we designate and prescribe in our manuals.

Source Restricted Purchases and Leases - Generally

We require that you purchase or lease certain source restricted goods and services for the development and operation of the Franchised Business. Source restricted goods and services are goods and services that must meet our specifications and/or must be purchased from an approved or designated supplier. We may designate a supplier (which may include us or our affiliates) as the exclusive supplier for your Franchised Business. Our specifications and list of approved and designated products, supplies and suppliers is contained in our manuals. We will notify you of any changes to our specifications or list of approved or designated suppliers. We may notify you of these changes in various ways, including written or electronic correspondence, amendments and updates to our manuals, verbal and other forms of communication. We formulate and modify our standards and specifications for products and services based on our industry experience and our management decisions as to the overall operation and expansion of the System.

Suppliers and Supplier Criteria

We may designate ourselves and our affiliates as exclusive suppliers of source restricted goods and services. We may designate ourselves or a third party as exclusive supplier irrespective of the existence of competing suppliers. If there is no designated supplier for a particular item, you will purchase all products, supplies and services from suppliers who meet our specifications and standards.

If you want to purchase or lease a source restricted item from a supplier that has not been previously approved or designated by us in writing, you must send us a written request for approval and submit additional information that we may request. We may charge you a supplier review and testing fee and we may request that you send us samples from the supplier for testing and documentation from the supplier for evaluation. We may also require, subject to our discretion, that we be allowed to inspect the supplier's facilities. We will notify you of our approval or disapproval within a reasonable time (not to exceed sixty (60) days) after we receive your written request for approval and all additional information and samples

that we may request. We may, in our discretion, withhold our approval. When evaluating the approval of a particular supplier, among other things, we consider: whether the supplier can demonstrate to our reasonable satisfaction the ability to meet our standards, specifications and production requirements, the suppliers quality control, whether or not we are the exclusive supplier of the particular item, whether or not our affiliate or affiliates are the exclusive supplier of the particular item, and whether or not the suppliers approval, in our sole determination, will allow us to advance the overall interests of the System.

We estimate that your purchase of goods and services from suppliers according to our specifications, including your purchase of goods or services from our designated exclusive suppliers, to represent approximately 50% of your total purchases and leases in establishing the Franchised Business and approximately 80% of the on-going operating expenses of your Franchised Business. Currently, neither us nor our affiliates are approved suppliers of the source restricted goods and services identified below. Currently no officer of ours owns an interest in any of our designated suppliers.

As described below in more detail, we currently require that you purchase or lease the following source restricted goods and services: Furniture and Fixtures; Signage; Computer Equipment; Branded Items and Marketing Materials; and Insurance.

1. Furniture and Fixtures – The office facility for your Franchised Business must be equipped with branded and unbranded furniture and fixtures that we designate and that meet our standards and specifications. You may purchase unbranded furniture and fixtures from any supplier of your choosing, provided that the furniture and fixtures meet our specifications and standards, which may also include specified manufacturers and brands. If the furniture and fixtures that we designate are specified to be branded with the Licensed Marks, then you may only purchase them from our designated exclusive suppliers.

2. Signage - The signage for your Franchised Business must meet our standards and specifications and must be purchased from our designated suppliers.

3. Point of Sale and Computer Equipment - Currently you are required to purchase a new notebook computer. Although, currently, we have not designated any point of sale system or customer management relationship system, we reserve the right to do so in the future.

4. Branded Items and Marketing Materials - All materials bearing the Licensed Marks (including, but not limited to, stationary, business cards, brochures, apparel, signs and displays) must meet our standards and specifications and must be purchased from either us directly or our designated suppliers. All of your marketing materials must comply with our standards and specifications and must be approved by us before you use them. You may market the Franchised Business (including potential GH Business franchise opportunities within your Master Franchise Territory) through approved digital media and social media platforms provided that you do so in accordance with our digital media and social media policies. You must purchase all branded marketing materials from either us or our designated exclusive supplier. We may require that you exclusively use, at your cost, our designated supplier for social and digital media marketing services and exclusively use, at your cost, our social media platforms, vendors and marketing channels.

5. Insurance - You must obtain the insurance coverage that we require from time to time as presently disclosed in the Manuals and as we may modify. All insurance policies required under your Franchise Agreement and as set forth in the Franchise Agreement must be written by a responsible carrier, reasonably acceptable to us and all insurance (excluding workers' compensation) must name us, our officers, directors, shareholders, partners, agents, representatives and independent contractors as additional insureds. The insurance policies must include a provision that the insurance carrier must provide us with no less than thirty (30) days' prior written in the event of a material alteration to, or cancellation of, any insurance policy. A certificate of insurance must be furnished by you to use at the earlier of ninety (90) days after the Effective Date of the Franchise Agreement or prior to the commencement of our initial training program.

Insurance coverage must be at least as comprehensive as the minimum requirements identified in the chart below (Master Franchise Agreement, Section 12.9). You must consult your carrier representative to determine the level of coverage necessary for the Franchised Business. Higher exposures may require higher limits.

Insurance Requirements

a) Coverage against direct physical loss or damage to real and personal property, including improvements and betterments, for all-risk perils, including flood and earthquake, if the relevant property is situated in a flood or earthquake zone, equal to at least 90% of the full insurable value of the facility for the Franchised Business;

b) Comprehensive general liability insurance, written on an occurrence basis, extended to include contractual liability, products and completed operations, and personal and advertising injury, with a combined bodily injury and property damage limit of at least $1,000,000 per occurrence, $1,000,000 in aggregate;

c) Statutory workers' compensation insurance and employers' liability insurance as required by the law of the state in which your GH Business is located, including statutory workers' compensation limits and employers' liability limits of at least $1,000,000;

d) Business automobile insurance (including liability insurance coverage for non-owned automobiles) with a combined single bodily injury and property damage limit of at least $1,000,000 per occurrence;

e) Commercial umbrella liability insurance with total liability limit of at least $1,000,000;

f) Employer practices liability insurance with a limit of at least $2,000,000; and

g) All other insurance that we require in our manual or that is required by law or by the lease or sublease for your GH Business.

Purchase Agreements and Cooperatives

We may, in our discretion, negotiate purchase agreements, including price terms, with designated suppliers for source restricted goods and services on behalf of the System. We may establish preferred vendor programs with suppliers on behalf of some or all of the GH Businesses under the System and, in doing so, we may limit the number of approved vendors and/or suppliers that you may purchase from and we may designate one vendor as your sole supplier. Presently there are no purchase or supply agreements in effect for source restricted products or services and there are no purchasing or distribution cooperatives that you must join. You will not receive any material benefits for using designated or approved suppliers.

Our Right to Receive Compensation and Our Revenue from Source Restricted Purchases

We and/or our affiliates may receive rebates, payments and other material benefits from suppliers based on franchisee purchases and we reserve the right to institute and expand rebate programs in the future. Currently, we have not received revenue from suppliers of franchisee purchases of source restricted products or services.

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 Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Not applicable	Items 7 and 11
b. Pre-opening purchases and leases	1, 2.3, and 3	Items 7 and 8
c. Site development and other pre-opening requirements	Not applicable	Items 6, 7 and 11
d. Initial and ongoing training	1 and 6	Item 11
e. Opening	1, 2.3, 3.1, 3.2, 3.3, and 3.4	Item 11
f. Fees	1, 4.2, 5, 10.3, and 11.1	Items 5, 6 and 7
g. Compliance with standards and policies / manual	1, 2.5, 5, 6.5, 8 and 9	Items 8 and 11
h. Trademarks and proprietary information	1, 7, and 8	Items 13 and 14
i. Restrictions on products and services offered	1, 2.1, 3.3, 3.5, 3.6, 3.7, 3.11, 3.12, 6, 9.1, 9.2, and 11.3	Items 8, 11 and 16
j. Warranty and customer service requirements	Not applicable	Item 16
k. Territorial development and sales quotas	1, 4.1, 4.2, 4.3, 4.4, and Schedule 2	Item 12
l. Ongoing product and service purchases	Not applicable	Item 8
m. Maintenance, appearance and remodeling requirements	Not applicable	Items 7 and 17
n. Insurance	1, and 9.8	Items 7 and 8
o. Advertising	1, 3.5, 3.6, 3.10, and 3.12	Items 6 and 11
p. Indemnification	1 and 14.25	Item 6
q. Owner's participation, management, staffing	1, 9.6 and 10.4	Items 11 and 15

Obligation	Section(s) in Agreement	Disclosure Document Item
r. Records and reports	1, 9.10 and 9.11	Item 6
s. Inspections and Audits	1 and 9.13	Items 6 and 11
t. Transfer	1 and 10	Item 17
u. Renewal	1 and 11	Item 17
v. Post-termination obligations	1, 7.1, 7.2, 7.3, 7.5, 7.6, 7.7, 7.8, and 13	Item 17
w. Non-competition covenants	1, 7.1, 7.2, 7.3, 7.5, 7.6, 7.7, 7.8, 13.2 and 13.3	Item 17
x. Dispute resolution	1 and 14	Item 17
y. Other: Individual guarantee of Master Franchisee obligations	Exhibits 1 and 2	Item 9

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee any note, lease or other obligation on your behalf.

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

1. Grant of Master Franchisee Rights - We will grant to you the right to operate the Franchised Business within a designated master franchise territory. (Master Franchise Agreement, Sections 1 and 2);

2. Designate Master Franchise Territory - We will define the Master Franchise Territory for your Franchised Business and include the geographic boundaries and/or a description of your Master Franchise Territory within the Attachments to the Master Franchise Agreement. (Master Franchise Agreement, Sections 1, 2 and Schedule 1);

3. Access to GH Business Franchise Disclosure Document – We will provide you with access to our current GH Business Individual Outlet FDD. (Master Franchise Agreement, Sections 1 and 3.11);
4. Manuals - We will loan you a copy of our confidential and proprietary manuals. You must operate the Franchised Business in accordance with the manuals and all applicable laws, rules and regulations. At all times, we reserve the right to supplement, modify and update the manuals (Master Franchise Agreement, Sections 1 and 6.5). Currently, the operations manual consists of 120 pages and the table of contents to the operations manual is attached as Exhibit C to this Disclosure Document. The major subjects contained in

the operations manual consists of establishing, developing, marketing and operating the Franchised Business;

5. Approved Suppliers and Distributors - We will provide you with a list of our approved suppliers and distributors (to the extent that we have designated them), either as part of our manuals or otherwise in writing. (Master Franchise Agreement, Sections 1 and 6.5);

6. Signs, Equipment, Furniture, and Fixtures - We will provide you with a list of our approved signage, equipment, furniture and fixtures (to the extent that we have designated them), either as part of our manuals or otherwise in writing. (Master Franchise Agreement, Sections 1 and 6);

8. Website and Digital Media - We will identify you on our website to the extent that our website includes specific franchise sales information as to those geographic territories that are directly located within your Master Franchise Territory. You may not utilize any websites, web based media or digital media unless expressly approved by us in writing. We strictly control how you may or may not use websites and digital media and you must assign all website media and digital media accounts to us. (Master Franchise Agreement, Sections 1 and 6); and

9. Initial Training - Not less than fourty-five (45) days prior to commencing the operations of the Franchised Business you or your Managing Owner must attend and complete our initial training program. We will provide you (and up to one of your designated managers) with training in accordance with our initial training program. (Master Franchise Agreement, Sections 1 and 6.1). Our current training program is to be attended by you, or if you are a Corporate Entity, your Managing Owner over a 3 day period at our training facility located Sydney, Australia. The training program is further described below in this Item 11 in more detail.

Site Selection

Although you are responsible for selecting a site for the office of your Franchised Business you must obtain our approval of your office location. Generally, we do not own or lease the real property that will serve as your office location and you are responsible for all costs and expenses in locating and evaluating proposed sites for your office location. Before you enter into a lease or other agreement for your office location you must obtain our approval. We will provide you with site selection guidelines. Although there is no specified time limit for us to review the proposed site for your office location, we will do so within a reasonably time period, not exceeding thirty (30) days of our receipt of your written request for our review of a proposed site and your submission to us of the information and documentation that we may request concerning the proposed site. In determining whether to approve or disapprove a proposed site for your office location, factors that we take into consideration include: (a) characteristics of the proposed site; and (b) the location of your proposed site relative to your Master Franchise Territory.

You must secure an office location and lease that we approve prior to opening and commencing the day-to-day operations of the Franchised Business. (Master Franchise Agreement, Sections 1 and 3.1).

Time to Open

You may not open or commence the operations of the Franchised Business until you have completed our initial training requirements, obtained the necessary licensing and authorization from state and regulatory agencies within your Master Franchise Territory including, if applicable, registration of the GH Business Individual Outlet FDD, filing of the GH Business Individual Outlet FDD, and all appropriate waivers and/or requirements related to the sale of franchises and/or business opportunities within your Master Franchise Territory and any other state that maintains jurisdiction related to the operations of the Franchised Business. You must open and commence the operations of the Franchised Business not later than six (6) months from the date of signing your Master Franchise Agreement (Master Franchise Agreement, Sections 1 and 3.2.

We estimate that the length of time between the signing your Master Franchise Agreement and opening the Franchised Business to be approximately four (4) months. Factors that may affect this estimated time period include: (a) length of time undertaken by you to complete our initial training program to our satisfaction; (b) negotiating and obtaining a suitable lease for your Franchised Business that is approved by us; (c) obtain third-party lender financing, if necessary; and (d) obtaining the necessary licenses for the operation of the Franchised Business. You must open the Franchised Business within six (6) months from the date of signing your Master Franchise Agreement, otherwise we may terminate your Master Franchise Agreement without refunding any fees to you.

Post-Opening Obligations

1. Communications – We will make available a telephone line and/or email account which you may use to communicate with us during normal business hours. (Master Franchise Agreement, Section 7.4);

2. Refresher Training – We may provide refresher training programs or seminars including national and regional meetings. (Master Franchise Agreement, Section 7.4);

3. Consultations and Communications of Operating Standards - We may establish, update and provide you with consultations and communications as to the standards, procedures and system requirements as to the operation of the Franchised Business including, but not limited to, marketing and promotion standards, and as we may, in our discretion, designate, modify, supplement and amend from time to time and, as set forth in the manuals which we may, in our discretion, modify from time to time. We may visit the Master Franchise Territory for the purposes of consultation, assistance and guidance in various aspects of the operation and management of the Franchised Business. (Master Franchise Agreement, Sections 1 and 6);

4. Access to GH Business Franchise Disclosure Document and Sales Materials – We will provide you with access to our then-current GH Business Individual Outlet FDD and to our approves franchise sales materials and media. (Master Franchise Agreement, Sections 1 and 6.4). You must ensure that the GH Business Individual Outlet FDD is current and in compliance with all laws, rules and regulations within your Master Franchise Territory, including all FDD disclosure, registration, filing and franchise sales requirements. (Master Franchise Agreement, Sections 1 and 6.4);

5. Payment of Fees Under the Master Franchise Agreement – During the initial term of the Master Franchise Agreement and, for so long as you are in compliance with the terms and conditions of the Master Franchise Agreement, we pay you commissions on the net initial franchise fees and royalty fees that we receive from GH Business Franchisees with GH Businesses located in or to be developed in, as applicable, your Master Franchise Territory but not including GH Businesses owned or operated by you or your affiliates or GH Businesses developed before or after the initial term of your Master Franchise Agreement. Each payment will be paid to you in accordance with our normal payment schedule within thirty (30) days after our receipt of the applicable funds from the respective Master Franchise Territory GH Business Franchisees. (Master Franchise Agreement, Sections 1 and 5);

6. Marketing Standards and Approval - We may establish, update and communicate to you our standards for the marketing and promotion of the Franchised Business including, but not limited to, those marketing materials and mediums that you may utilize. We will respond to your request respecting the communication of our approval or disapproval of marketing materials and mediums that may be requested by you for use in the marketing and promotion of the Franchised Business. We maintain full discretion as to the marketing standards and the marketing materials and media that you may use in the marketing and promotion of the Franchised Business (Master Franchise Agreement, Sections 1, 6.4 and 9.9);

7. Approved Vendors - We will provide the names and addresses of approved vendors and suppliers for the System and that you must utilize in the operations of the Franchised Business. (Master Franchise Agreement, Sections 1 and 6.4); and

8. Hiring and Training of Employees - We do not provide assistance with the hiring and training of your employees. You will be directly responsible for the management and supervision of your employees. For the protection of the System you must ensure that all employees wear and maintain the proper uniforms with our approved system branded apparel and uniforms in accordance with our system standards and manuals.

Advertising

1. Generally - All advertising, marketing, marketing materials and all marketing mediums used by you in the marketing and promotion of the Franchised Business and the promotion and sale of GH Business franchises must be pre-approved by us in writing and conform to our standards and specifications. You may only utilize those advertising and marketing materials and mediums that we designate and approve in writing. In our discretion, we may make available to you approved marketing templates comprised of pre-approved ads, ad copy and digital media that you may utilize at your own expense. If you wish to utilize marketing materials and/or marketing mediums that are not currently approved by us in writing, you may submit a written request requesting permission and we will approve or disapprove of your request within fifteen (15) days of your submission of the written request and sample marketing materials. We are not required to spend any amount on your behalf on advertising in your designated territory. (Master Franchise Agreement, Sections 1, 3.10, 3.12, and 9.9); and

2. Local Marketing - You are not authorized to engage in any marketing (including, but not limited to, all public relations, promotions, local marketing, digital media and web based marketing) unless we pre-approve such marketing (Master Franchise Agreement, Sections 1, 3.12 and 9.9). You are required to engage in local marketing and you are required to commit and spend an amount equal to no less than three thousand ($3,000) dollars per month on your local marketing efforts. We will review your local marketing programs and notify you if we approve same. We will make available to you and provide you with access to our approved brochures, displays, presentations and marketing campaigns (in the form of a source document) that you may utilize. In those instances where we provide you with access to our marketing campaigns we provide you with the source designs and design specifications. However, you will incur the direct costs associated with duplicating and utilizing such marketing campaigns and in having such campaigns printed, distributed and/or placed with media sources. All digital media and marketing must be approved by us. (Master Franchise Agreement, Sections 1, 3.12 and 9.9).

Computer System

You must utilize the computer systems, point of sale systems and business management systems that we specify and designate. Currently, you are required to purchase and use a new notebook computer that maintains internet access. Currently we have not designate and do not require that you use a point of sale system or customer relationship management system but we may require that you do so in the future. The cost of the computer system that you will be required to purchase varies depending on the vendor and manufacturer and is estimated to cost between being $2,000 to $4,000. You are obligated to install the software upgrades and patches as provided by the manufacturer of the computer and point of sale system. You are responsible for hardware repairs or replacement of systems that are no longer covered under warranty. Your estimated costs for the maintenance, repair and updates for the computer and point of sale systems is $1,500 per year. There are no contractual limitations on the frequency or cost of this obligation. We will not have independent access to the information and data that is electronically collected and stored on your computer system but if we implement a point of sale system or customer relationship management system we will have and maintain direct independent access to the information that you store in such systems.

Initial Training.
We will provide initial training for you or, if you are a corporate entity, your managing owner. Either you or your managing owner must successfully complete the initial training program to our satisfaction prior to commencing the operations and opening the Franchised Business. The initial training program takes place over an approximate 3 day period. Although we provide you or, if you are a corporate entity, your managing owner, with initial training at no additional fee or charge, you will be responsible for all travel, lodging, food, automobile rental expenses and employee wages that you incur in connection with your attendance and participation in our initial training program and the attendance and participation in our initial training program. (Master Franchise Agreement, Sections 1 and 3.4). Currently, we provide our initial training program no less frequently than quarterly and on an as-needed basis.

TRAINING PROGRAM

The following chart summarizes the subjects covered in our initial training program:

Subject	Classroom Training (Hours)	On the Job Training (Hours)	Location
The GH Franchise Opportunity, Our Mission and Purpose	1	0	Sydney, Australia
The Franchise Relationship	2	0	Sydney, Australia
Legal Issues and the Sales Process	2	0	Sydney, Australia
Evaluating Franchisee Candidates	2	0	Sydney, Australia
Franchise Sales and Marketing	3	0	Sydney, Australia
The Franchise Disclosure Document	1	0	Sydney, Australia
Consumer Marketing	2	0	Sydney, Australia
Operating Your Green Builder Business	2	0	Sydney, Australia
Consulting with Franchisees	2	0	Sydney, Australia
Franchisee Training Requirements and Operational Standards	7	0	Sydney, Australia
Sub Total	24	0	
Total Hours	24		

Instructional materials that will be utilized in the initial training process includes our manuals. All training will be conducted under the direction and supervision of our President Mick Fabar. Mick Fabar is our our President and for over 15 years he has operated a GH Business in Australia.

After the opening of the Franchised Business we reserve the right to require that you or, if you are a Corporate Entity, your managing owner attend a system-wide training programs (the "System-Wide Training Program") that we may establish in our discretion. If we establish a System-Wide Training Programs, the program will be offered from our affiliate owned GH Business in Sydney, Australia and you will be responsible for all travel, lodging, food, automobile rental expenses and employee wages that you incur in connection with your attendance. We will not require your attendance at a System-Wide Training Programs for more than a total of 5 days in any calendar year.

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ITEM 12
TERRITORY

Under the Master Franchise Agreement we will grant to you, subject to our Reserved Rights as discussed below in this Item 12, the right to operate the Franchised Business within a designated territory (the "Master Franchise Territory"). The area that we designate as your Master Franchise Territory will be determined by us. There is no minimum Master Franchise Territory size.

The Master Franchise Territory may be identified and delineated by us by zip codes, counties, states, or a map. The specific scope and size of your Master Franchise Territory will depend on population demographics and, the number of GH Businesses that we believe may be potentially developed within the Master Franchise Territory. At the time of signing your Master Franchise Agreement we will mutually agree on the identification of your Master Franchise Territory and the number of GH Businesses that must be sold, developed, operated and supported by you within your Master Franchise Territory. Depending on our agreement at the time of signing the Master Franchise Agreement, the number of GH Businesses that must be sold, developed, supported and operated within the Master Franchise Territory, depending on the territory, will range from a minimum of ten (10) GH Businesses, to a maximum of one-hundred (100) GH Businesses. During the term of your Master Franchise Agreement, provided that you are in compliance with the terms of the Master Franchise Agreement, subject only to our Reserved Rights, we will not grant master franchise rights to any other person for any portion of your Master Franchise Territory.

The continuation of your Master Franchise Territory is dependent on the achievement of a certain sales volume, market penetration or any other contingencies in addition to your continued compliance with and satisfaction of the terms and conditions of your Master Franchise Agreement. To retain the rights of your Franchised Business and your rights in and to your Master Franchise Territory, as to each and every year and development period set forth in your Master Franchise Agreement, you must satisfy a development quota (the "Development Quota") as to the total number of Franchise Agreements signed with GH Businesses designated within and to be located within the Master Franchise Territory and, the number of GH Businesses located within your Master Franchise Territory that are developed, open, and operating in conformity with the requirements of our System. Your Development Quota will be determined and agreed to by both of us at the time of signing the Master Franchise Agreement (Master Franchise Agreement, Sections 1, 4.1, and Schedule 2). Your failure to comply with the Development Quota is a material violation of your Master Franchise Agreement. You cannot sign any Franchise Agreements on our behalf. We maintain sole discretion as to whether or not we approve of a prospective franchisee and whether or not we elect to enter into a Franchise Agreement with the prospective franchisee. Development Quotas are not and should not be considered financial performance representations for the Franchised Business. We do not furnish or authorize our sales persons to furnish any oral or written information concerning the actual or potential sales, costs, income, or profits of Franchised Business. Actual results vary from one Franchised Business to another, and we cannot estimate the results of your Franchised Business.

We cannot alter the size of your Master Franchise Territory without your written consent. We will not shrink the size of your Master Franchise Territory if the population within your Master Franchise Territory increases during the term of your Master Franchise Agreement. We will not increase the size of your Master Franchise Territory if the population within your Master Franchise Territory decreases during the term of your Master Franchise Agreement. The Master Franchise Agreement does not grant any options, rights of first refusal or similar rights to you for the acquisition of additional franchises within your Master Franchise Territory or contiguous areas. You may face competition from other master franchisees, and our own franchise sales efforts.

There are no territorial restrictions from accepting business from prospective franchisees located outside of your Master Franchise Territory but interested in purchasing a GH Business franchise to be located within your Master Franchise Territory. However, you may not use alternative channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of your Master

Franchise Territory. We reserve the right to disapprove of any marketing medium that reaches outside of your Master Franchise Territory.

Reserved Rights

As to the rights granted to you under the Master Franchise Agreement we and our affiliates reserve to ourselves the exclusive right on any and all terms and conditions that we deem advisable and, without any compensation or consideration to you (Master Franchise Agreement, Section 2.4), to engage in the following activities (our "Reserved Rights"): (a) operate and grant to others the right to develop and operate GH Businesses and/or other businesses using the Licensed Marks and System within and/or outside the Master Franchise Territory; (b) operate and grant to others the right to develop and operate the Franchised Businesses using the System and Licensed Marks at locations outside your Master Franchise Territory, as we deem appropriate and irrespective of the proximity to your Master Franchise Territory; (c) acquire, merge with or otherwise affiliate with one or more businesses of any kind, including businesses that offer and sell products and services and/or franchises that are the same as, or similar to, the Franchised Business and/or GH Businesses, and after such acquisition, merger or affiliation to own and operate and to franchise, or license others to own and operate and to continue to own and operate such businesses of any kind, even if such businesses offer and sell products and services and/or franchises that are the same as or similar to the Franchised Business and/or the GH Businesses (but not utilizing the Licensed Marks) within your Master Franchise Territory; (d) be acquired by or merge with or otherwise affiliate with one or more businesses of any kind, including businesses that offer and sell products and services and/or franchises that are the same as, or similar to, the Franchised Business and/or GH Businesses, even if such business or businesses presently or, in the future, own and operate and franchise or license others to own and operate businesses that offer and sell products and services and/or franchises that are the same as or similar to the Franchised Business and/or the GH Businesses (but not utilizing the Licensed Marks) within your Master Franchise Territory and, if applicable, your Development Territory; and (e) use the Licensed Marks and System and to license others to use the Licensed Marks and System, to engage in all other activities not expressly prohibited by the Master Franchise Agreement.

Additional Disclosures

The Master Franchise Agreement does not grant you any right to share in the proceeds received by us, our affiliates or any third-party from the activities outlined in the preceding paragraph as to our Reserved Rights including, soliciting or conducting business under our Reserved Rights within your Master Franchise Territory. Because of our Reserved Rights, the Master Franchise Territory that you are granted under a Master Franchise Agreement is not exclusive. 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. We cannot alter the size of your Master Franchise Territory without your written agreement.

Your right to relocate your Master Franchise Territory is not guaranteed and is at our discretion. In evaluating your relocation request we will evaluate your compliance with your Master Franchise Agreement, your prior operational history, your Development Quota, the number of GH Businesses developed or in development within your Master Franchise Territory, and other factors that, at the time of your request, are relevant to us.

We do not have plans to operate or franchise a business under trademarks different from the Licensed Marks that sells or will sell goods or services similar to those that will be offered by you through the Franchised Business.

ITEM 13
TRADEMARKS

Under the terms of the Master Franchise Agreement, you will be granted a license to utilize the "GH" trademark and those other marks. We reserve the right to supplement and modify the marks that you may or may not use in connection with the operations of the Franchised Business. You may only use the Licensed Marks in the manner authorized by us in writing and pursuant to the terms of the Master Franchise Agreement. You may not use the Licensed Marks in connection with the name of your corporation or other corporate entity that you may establish in connection with the operations of your Franchised Business.

Principal Trademarks Not Registered with the United States Patent and Trademark Office

The following trademarks (the "Marks") are a part of our System, will be utilized by you in connection with the operations of your GH Business, unless otherwise designated by us, but are "not" registered with the United States Patent and Trademark Office ("USPTO").

As to each of the trademarks identified below: We do not have a federal registration for each of these principal trademarks. Therefore, the trademarks identified below do not have many legal benefits and rights that are afforded to federally registered trademarks. If our right to use the trademarks (identified below) is challenged, you may have to change to an alternative trademark, which may increase your expenses.

Mark	Serial Number for Registration Application Filed with USPTO	Application Type	Application Date
	79233713	66A	January 25, 2018

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark and Appeal Board, the trademark administrator in any state or any court, no pending infringement, opposition or cancellation proceedings; and no pending litigation involving the Marks. Pursuant to a license agreement between us and our affiliate Green Homes Australia PTY LTD we possess the license and right to grant you a license to the Marks in accordance with the terms of our Franchise Agreement. The license that we possess is for a period of twenty years with certain renewal options for us.

We know of no superior rights or infringing uses that could materially affect your use of the Marks or other related rights in any state.

You are required to provide us with written notice as to any claims that you may become aware of respecting the Licensed Marks including, but not limited to, your use of the Licensed Marks and/or a claim associated with a third-party's use of a trademark that is identical or confusingly similar to the Licensed Marks that we have licensed to you. We maintain the exclusive discretion to take any and all actions or, to refrain from any action, that we believe to be appropriate in response to any trademark infringement, challenge or claim. We possess the sole right to exclusively control any and all litigation, legal proceedings, administrative proceedings and/or settlements respecting any actual or alleged infringement, challenge or claim relating to the Licensed Marks. You must sign all documents, instruments and agreements and undertake the actions that we, with the advice of our legal counsel, determine to be necessary or advisable respecting the protection and/or maintenance of our interests in the Licensed Marks in any legal proceeding, administrative

proceeding or as may be otherwise determined by us. As to the foregoing, we will reimburse you for the reasonable out-of-pocket administrative expenses that you incur and pay in complying with our written instructions.

We will protect your right to use the Licensed Marks and other related rights and to protect you against claims of infringement and unfair competition related to the Licensed Marks, provided that your use of the Licensed Marks is in accordance with the Master Franchise Agreement, the Manuals, and is consistent with our instructions and the license granted to you. We will indemnify you against direct damages for trademark infringement in a proceeding arising out of your use of the Licensed Marks, provided your use of the Licensed Marks comply with the terms of your Master Franchise Agreement, the Manuals, our written instructions to you and, you have timely notified us of the claim, have given us sole control of the defense and settlement of the claim, and you are in compliance with your Master Franchise Agreement and, if applicable, Development Agreement. If we defend the claim, we have no obligation to indemnify or reimburse you with respect to any fees or disbursements of any attorney that you retain.

If any third-party establishes, to our satisfaction and in our discretion that its rights to the Licensed Marks are, for any legal reason, superior to any of our rights or of a nature that we believe, in our discretion, that it is advisable to discontinue and/or modify the Licensed Marks, then we will modify and/or replace the Licensed Marks and you must use the substitutions, replacements and/or variations of and/or to the Licensed Marks and use the those trademarks, service marks, logos and trade names required designated by us. In such event, our sole liability and obligation will be to reimburse you for the direct out-of-pocket costs of complying with this obligation, which you must document to our satisfaction, including, by way of example, alterations in signage and replacement of marketing materials.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any patents. We have copyrighted or may copyright advertising materials and design specifications, our Manuals and other written materials and items. We have not applied to the United States Copyright Office to register these copyrights. We have not applied to the United States Patent and Trademark Office for the issuance of any patents.

You must keep as confidential our manuals, any supplements to the manuals and any other manuals or written materials (including those materials made available to you in electronic format or as part of an online or cloud based network that is a part of the System or designated by the System) used in connection with the Franchised Business. The manuals contain information about our System, System Services and Products, System Ingredients, Equipment and Supplies, proprietary products, marketing systems, and, among other things, confidential methods of operation. We consider the information a trade secret and extremely confidential. You must use all reasonable means to keep this information confidential and prevent any unauthorized copy, duplication, record or reproduction of this information. You must also require your employees to sign confidentiality agreements that will require them to keep confidential, both during and after their employment, all information designated by us as confidential. You must immediately inform us if you learn of any unauthorized use, infringement or challenge to the copyrighted materials, proprietary or confidential information, including but not limited to our Manuals. We will take any and all action(s) (or refrain from same) that we determine, in our discretion, to be appropriate. We may control any action we choose to bring. We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving a copyright or patent. If any third-party establishes to our satisfaction, in our discretion, that its right to these materials are superior, then you must modify or discontinue your use of these materials in accordance with our written instructions.

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

The Master Franchise Agreement requires that you or, if you are a Corporate Entity, that your managing owner be personally responsible for the management and overall operations of the Franchised Business (the "Managing Owner"). Your Managing Owner must complete, to our satisfaction, our initial training program and be approved by us. You, or if you are a Corporate Entity, your Managing Owner, must personally participate in the day-to-day management and operation of the Franchised Business. (Master Franchise Agreement, Article 3.3). At all times, the Franchised Business must be managed and supervised by a Managing Owner.

You and, if you are Corporate Entity, each of your members, shareholders and/or partners (collectively, "Owners"), must personally guarantee all of your obligations to us under the Master Franchise Agreement. You must each promise in writing that, among other things, during the term of the Franchise Agreement you will not participate in any business that in any way competes with the Franchised Business and/or any GH Business, and that for thirty-six (36) months after the expiration of termination of the Master Franchise Agreement (with said period being tolled during any periods of non-compliance), you will not participate in any business that is competitive to the Franchised Business and/or a GH Business that is located within and/or servicing customers and/or prospective franchisees located within your Master Franchise Territory and a twenty-five (25) mile radius surrounding your Master Franchise Territory. Your managers and all other employees and agents with access to our confidential information will be required by us to sign a confidentiality agreement (Master Franchise Agreement, Sections 1 and 7, Exhibits 1, 2 and 3).

ITEM 16
RESTRICTIONS ON PRODUCTS AND SERVICES SOLD

You may only sell the products and services as specified by us in writing or otherwise approved by us in writing and you may only sell the products and services required by us. We can change the products and services that you must offer. There is no limitation on our right to change the products and services offered sold by the Franchised Business. You are not limited to whom you may sell products and services of your Franchised Business, provided you do within your Master Franchise Territory and as otherwise required by and in compliance with the standards we determine for the System. You cannot sign any Franchise Agreements on our behalf. We maintain sole discretion as to whether or not we approve of a prospective franchisee and whether or not we elect to enter into a Franchise Agreement with the prospective franchisee.

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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	Sections in Master Franchise Agreement	Summary
a. Length of the Master Franchisee term	Sections 1 and 2.2	Ten (10) years.
b. Renewal or extension of the term	Sections 1 and 11	Right of renewal for additional ten (10) year term.
c. Requirements for Master Franchisee to renew or extend	Sections 1 and 11	You must: not be in default of the Master Franchise Agreement; not be in default of any franchise agreement with us; your Owners and spouses of your owners must be in compliance with their agreements with us; give us 180 days prior written notice; and pay a renewal fee.
d. Termination by Master Franchisee	Sections 1 and 12.2	You may terminate the Master Franchise Agreement if you are in compliance with the Master Franchise Agreement and we are in material breach and fail to cure that breach within 30 days or, if the breach cannot be cured within 30 days, than within such period of time that is reasonable to cure the breach.
e. Termination by franchisor without cause	No provision	Not applicable.
f. Termination by franchisor with cause	Sections 1 and 12.1	We can terminate without any payment to you if you default and fail to cure the default as stated in the Master Franchise Agreement.
g. "Cause" defined – curable defaults	Sections 1 and 12.1(c)	You have ten (10) days to cure monetary defaults; 30 days to cure the default of any other provision of the Master Franchise Agreement.
h. "Cause" defined – non-curable defaults	Sections 1, 12.1(a) and 12.1(b)	You: become insolvent; file a bankruptcy petition, are adjudicated bankrupt or insolvent; are dissolved; fail to timely cure a default that is curable; abandon the Master Franchise Business; fail to timely open the Master Franchise Business; fail to timely open your GH Business within the Master Franchise Territory; or an Owner breaches the restrictive covenants and/or confidentiality obligations in the Master Franchise Agreement; engage in dishonest or fraudulent conduct; or an Owner is convicted of a felony; or any Owner makes an unauthorized

Provision	Sections in Master Franchise Agreement	Summary
		transfer or assignment of the Master Franchise Business or its assets; use, sell, or distribute unauthorized products; you terminate a franchise agreement with us for a GH Business; you breach a franchise agreement with us for a GH Business; fail to timely meet your development quota, your development schedule and/or your development obligations for any one development period.
i. Master Franchisee's obligations on termination/ non-renewal	Sections 1 and 13	You must pay all amounts owed to us or our affiliates; cease operating the Master Franchise Business; refrain from using our marks, know-how, confidential information, manuals,; return to us or destroy (as we specify) all customer lists and information, franchisee lists and information; System information, forms, and materials bearing our Marks or concerning the System and/or the Franchised Business; de-identify the; return the Operations Manual and cease using confidential information; abide by the post-termination non-competition covenants and restrictions; and assign phone, fax and web addresses to us. All rights revert back to us; assign your rights in and to all GH Business Franchise Agreements as we may designate and instruct.
j. Assignment of contract by Franchisor	Sections 1 and 10.1	No restriction on our right to assign.
k. "Transfer" by Master Franchisee – defined	Section 1	Includes voluntary, involuntary, direct, or indirect assignment, sale, gift, exchange, grant of a security interest, or change of ownership in Master Franchisee, Master Franchisee's Owners, and/or the Master Franchise Business.
l. Franchisor's approval of transfer by Master Franchisee	Sections 1 and 10.1, 10.2, 10.3, 10.4, 10.5 and 10.6	We have the right to approve all transfers by you which we may withhold/disapprove in our sole discretion.
m. Conditions for franchisor's approval of transfer by Master Franchisee	Sections 1 and 10.1, 10.2, 10.3, 10.4, 10.5 and 10.6	The proposed transfer must be at least twenty-four (24) months following the signing of the Master Franchise Agreement, is subject to our prior right of first refusal, and is subject to our discretion including, but not limited to: new assignee must have sufficient business experience and financial resources to operate the Master Franchise Business, as determined in our sole discretion; you must pay all amounts due us and our affiliates; assignee and the assignee's owners must successfully complete our

Provision	Sections in Master Franchise Agreement	Summary
		Initial Training Program for GH Business Franchisees and master franchisees; you and your principal owners must sign a general release of us, our affiliates, and respective shareholders, officers, directors, employees and agents; assignee must agree to bring the Master Franchise Business up to current standards; if you and your Owner and Spouses have not previously signed our Master Franchisee Owner and Spouses Agreement and Guarantee (Master Franchise Agreement, Exhibit 1) you must do so and, in doing so individually agree to our restrictive covenants and obligations; and the assignee must own and operate a GH Business within the Master Franchise Territory under a Franchise Agreement with us.
n. Franchisor's right of first refusal to acquire Master Franchisee's business	Sections 1 and 10.6	We have a 30 day right of first refusal. We have the right to match any bona fide, arms- length offer for your Master Franchise Business.
o. Franchisor's option to purchase Area Representative's business	Not applicable.	Not applicable.
p. Death or disability of Area Representative	Sections 1 and 10.4	Master Franchise Business and/or replacement Managing Owner must be transferred and/or designated within not more than 120 days following the death or disability.
q. Non-competition covenants during the term of the Franchise	Sections 1, 7.2, 7.3, 7.4 and 7.6	You and your owners cannot own, operate and/or engage in any business that is competitive to the Master Franchise Business and/or a GH Business.
r. Non-competition covenants after the Franchise is terminated or expires	Sections 1, 7.2, 7.3, 7.5, 7.6	For the three year period following the expiration or termination of the Master Franchise Business, as to your Master Franchise Territory and a twenty-five (25) mile radius surrounding your Master Franchise Territory, you and your Owners and your Owner's Spouses cannot own, operate and/or engage in any business that is competitive to the Master Franchise Business.
s. Modification of the Agreement	Sections 1, 14.1, 14.2, and 14.13	No modifications to Master Franchise Agreement unless agreed to in writing, but the Operations Manual is subject to change.

Provision	Sections in Master Franchise Agreement	Summary
t. Integration/merger clause	Sections 1 and 14.13	Only the terms of the Master Franchise Agreement and other related agreements are binding (subject to state law). Any representations or promises outside of the Master Franchise Agreement are not enforceable.
u. Dispute resolution by arbitration or mediation	Not applicable	Not applicable.
v. Choice of forum	Sections 1 and 14.7	Delaware State Superior Court (Complex Commercial Litigation Division) and/or the Delaware Court of Chancery that is within or closest to New Castle County or, if appropriate, the United States District Court for the District of Delaware.
w. Choice of law	Sections 1 and 14.6	Delaware law will govern (except as otherwise disclosed in Exhibit H to this Disclosure Document).

ITEM 18
PUBLIC FIGURES

We do not currently use any public figure to promote its franchise. No public figure is currently involved in our management.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Mick Fabar, Green Homes USA, Franchising, LLC at Suite 901, Level 9, 50 Clarence Street, Sydney NSW 2000 and +61 263691666, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
SYSTEMWIDE OUTLET SUMMARY
FOR YEARS 2016 to 2018

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
Franchised	2016	0	0	0
	2017	0	0	0
	2018	0	0	0
Company Owned	2016	0	0	0
	2017	0	0	0
	2018	0	0	0
Total Outlets	2016	0	0	0
	2017	0	0	0
	2018	0	0	0

TABLE NO. 2
TRANSFER OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
FOR YEARS 2016 to 2018

STATE	YEAR	NUMBER OF TRANSFERS
None	2016	0
	2017	0
	2018	0

TABLE NO. 3
STATUS OF FRANCHISED OWNED OUTLETS
FOR YEARS 2016 to 2018

State	Year	Outlets at start of year	Outlets Opened	Terminations	Non Renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at end of year
Totals	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0

TABLE NO. 4
STATUS OF COMPANY OWNED OUTLETS
FOR YEARS 2016 to 2018

State	Year	Outlets at start of year	Outlets Opened	Terminations	Non Renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at end of year
Totals	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0

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TABLE NO. 5
PROJECTED OPENINGS
AS OF JANUARY 1, 2019

State	Franchise Agreement Signed but Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year
California	0	1	0
New York	1	1	0
TOTAL	1	2	0

Notes to Tables:
During the last three fiscal years, no current or former franchisees have signed confidentiality clauses with us that restrict them from discussing with you their experiences as a franchisee in our franchise system. We know of no franchisee organizations that are associated with our System and that utilize our Licensed Marks or the GH trade name as part of the franchisee organizations name.

Exhibit F to this Disclosure Document contains a list of our then current franchisees of a Master Franchise Business as of the end of the Issuance Date of this Disclosure Document.

Exhibit G to this Disclosure Document contains a list of franchisees of a Master Franchise Business that had their Master Franchise Business terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under our franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the Issuance Date of this Disclosure Document.

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

ITEM 21
FINANCIAL STATEMENTS

Attached as Exhibit D is our audited opening balance sheet as of May 31, 2018 and full audited financial statements as of January 31, 2019.

We were established on February 28, 2018 and our fiscal year ends on January 31. Because we have not been franchising for three years or more, we do not have three years of audited financial statements.

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ITEM 22
CONTRACTS

Our Master Franchise Agreement is attached to this Disclosure Document as Exhibit E.

The following Agreements are attached to our Master Franchise Agreement: (a) Master Franchisee Owners and Spouse Agreement and Guaranty (Master Franchise Agreement, Exhibit 1); Joinder Agreement Guaranty (Master Franchise Agreement, Exhibit 2); and Confidentiality Agreement Guaranty (Master Franchise Agreement, Exhibit 3).

Individual state law may supersede the provisions contained in your Master Franchise Agreement respecting the requirement that you execute a general release as a condition to assignment, sale or transfer. See, the state specific addendums contained in Exhibit H of this Disclosure Document.

ITEM 23
RECEIPTS

Two copies of a detachable receipt in Exhibit I are located at the very end of this Disclosure Document. Please sign one copy of the receipt and return it to us at the following address Mick Fabar, Green Homes USA, Franchising, LLC, Suite 901, Level 9, 50 Clarence Street, Sydney NSW 2000. The duplicate is for your records.

[THE DISCLOSURE DOCUMENT ENDS HERE]

FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT A
STATE ADMINISTRATORS

LIST OF STATE ADMINISTRATORS

California
Department of Business Oversight
320 West 4th Street Suite 750
Los Angeles, CA 90013

Commissioner of Business Oversight
1515 K Street, Suite 200
Sacramento, CA 95814
1-866-275-2677

Connecticut
Connecticut Banking Commissioner
Department of Banking
Securities & Business Investments Division
260 Constitution Plaza
Hartford, CT 06103

Florida
Division of Consumer Services
Attn: Business Opportunities
2005 Apalachee Parkway
Tallahassee, FL 32399

Hawaii
Franchise & Securities Division
State Department of Commerce
P.O. Box 40
Honolulu, HI 96813

Illinois
Office of the Attorney General
Franchise Bureau
500 South Second Street
Springfield, IL 62706

Indiana
Indiana Secretary of State
Indiana Securities Division
Franchise Section
302 W. Washington Street Room E-111
Indianapolis, IN 46204

Kentucky
Office of the Attorney General
Consumer Protection Division
Attn: Business Opportunity
1024 Capital Center Drive
Frankfort, KY 40601

Maine
Department of Professional and Financial
Regulations
Bureau of Banking
Securities Division
121 Statehouse Station
Augusta, ME 04333

Maryland
Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202

Michigan
Michigan Department of the Attorney General
Consumer Protection Division
Antitrust and Franchise Unit
670 Law Building
PO Box 30213
Lansing, MI 48909

Minnesota
Minnesota Department of Commerce
Registration and Licensing Division
85 7th Place East, Suite 500
St. Paul, MN 55101

Nebraska
Nebraska Department of Banking and Finance
Commerce Court
1230 O Street, Suite 400, Lincoln, NE 68509

New York
New York State Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
212-416-8236

North Carolina
Secretary of State
Securities Division
300 North Salisbury Street, Suite 100
Raleigh, NC 27603

North Dakota
Office of Securities Commissioner
600 East Boulevard, 5th Floor
Department 414
Bismarck, ND 58505

LIST OF STATE ADMINISTRATORS (CONTINUED)

Rhode Island
Department of Business Registration
Division of Securities
233 Richmond Street Suite 232
Providence, RI 02903

South Carolina
Office of the Secretary of State
1205 Pendleton Street
Edgar Brown Building, Suite 525
Columbia, SC 29201

South Dakota
Franchise Office
Division of Securities
910 E. Sioux Avenue
Pierre, SD 57501

Texas
Office of the Secretary of State
Statutory Document Section
1019 Brazos Street
Austin, TX 78701

Utah
Utah Department of Commerce
Division of Consumer Protection
160 East Three Hundred South
PO Box 146704
Salt Lake City, UT 84114

Virginia
State Corporation Commission
Division of Securities and Retail Franchising
1300 E. Main Street, 9th Floor
Richmond, VA 23219

Washington
Department of Financial Institutions
Securities Division
PO Box 9033
Olympia, WA 98507

Wisconsin
Franchise Office
Wisconsin Securities Commission
PO Box 1768
Madison, WI 53701

FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT B
AGENTS FOR SERVICE OF PROCESS

AGENTS FOR SERVICE OF PROCESS

Green Homes USA, Franchising, LLC,
Suite 901, Level 9, 50 Clarence Street, Sydney NSW 2000
Attn: Mick Fabar, President

California
Commissioner of Business Oversight
Department of Business Oversight
320 West 4th Street Suite 750
Los Angeles, CA 90013

Commissioner of Business Oversight
1515 K Street, Suite 200
Sacramento, CA 95814
1-866-275-2677

Connecticut
Banking Commissioner
Department of Banking
Securities and Business Investment Division
260 Constitution Plaza
Hartford, CT 06103

Hawaii
Director of Department of Commerce and Consumer Affairs
335 Merchant Street, Suite 203
Honolulu, HI 96813

Illinois
Illinois Attorney General
500 South Second Street
Springfield, IL 62706

Maryland
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202

Michigan
Michigan Department of Commerce
Corporation and Securities Bureau
6546 Mercantile Way
Lansing, MI 48910

Minnesota
Commissioner of Commerce of Minnesota
Department of Commerce
85 7th Place East, Suite 500
St. Paul, MN 55101

New York
Secretary of State of the State of New York
99 Washington Avenue
Albany, NY 12231

North Dakota
North Dakota Securities Commissioner
State Capitol
600 East Boulevard
Bismarck, ND 58505

Rhode Island
Director of Department of Business Regulation
233 Richmond Street, Suite 232
Providence, RI 02903

South Dakota
Director, Division of Securities
Department of Commerce and Regulation
445 East Capitol Avenue
Pierre, SD 57501

Virginia
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, VA 23219

Washington
Securities Administrator
Washington Department of Financial Institutions
150 Israel Road SW
Tumwater, WA 98501

Wisconsin
Wisconsin Commissioner of Securities
345 W Washington Avenue
Madison, WI 53703

FRANCHISE DISCLOSURE DOCUMENT

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GREEN HOMES USA, FRANCHISING, LLC
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Green Homes USA, Franchising, LLC

MASTER FRANCHISE AGREEMENT

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Green Homes USA Franchising, LLC
MASTER FRACHISE AGREEMENT

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Schedules and Exhibits

Schedule 1: Master Franchise Territory

Schedule 2: Master Franchise Territory Fee, Development Quota, and Development Schedule

Schedule 3: Statement of Master Franchisee's Owners

Exhibit 1: Master Franchisee Owners and Spouse Agreement and Guaranty

Exhibit 2: Joinder Agreement

Exhibit 3: Confidentiality Agreement

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GREEN HOMES MASTER FRANCHISE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined below), by and between Green Homes USA, Franchising, LLC, a Delaware limited liability company with a principal place of business located at Suite 901, Level 9, 50 Clarence Street, Sydney NSW 2000, (hereinafter referred to as "Franchisor,") and [_____] (hereinafter referred to as "Master Franchisee").

RECITALS

WHEREAS, Franchisor has developed a distinctive and proprietary system (the "System") for the development and operation of a home construction and contracting business (each, a "GH Business") that provides energy efficient green home construction services (the "System Services and Products") under the Licensed Marks (defined below) (each, a "GH Business");

WHEREAS, As part of the System, for qualified master franchisees pursuant to the terms of Franchisor's master franchisee agreement, Franchisor has developed systems and procedures for the marketing and promotion of GH Business franchise opportunities and GH Business franchisee training and operational support services (the "Master Franchisee Services") and, as to those master franchisees authorized to provide Master Franchisee Services under Franchisor's master franchise agreement, the term System further includes Franchisor's designated procedures, specifications, marketing plans, development strategies, equipment and supplies, confidential information and trade secrets for the development and operation of a master franchise (the "Master Franchise Business" or "Franchised Business");

WHEREAS, Master Franchisee has requested the non-exclusive license and right, pursuant to the terms and conditions of this Agreement, to develop and operate a Master Franchise Business within a designated geographic area (the "Master Franchise Territory") and in accordance with a development schedule that must be strictly adhered to, with GH Business franchise sales quotas and requirements as to the development and operation of GH Businesses within the Master Franchise Territory being opened and operating in conformity with the System and franchisor approved franchise agreement (each, a "Territory Franchise Agreement") within the Master Franchise Territory; and

WHEREAS, This Master Franchise Agreement applies to Master Franchisee's development and operation of a Master Franchise Business within the Master Franchise Territory and does not apply to Franchisee's award, development and operation of a GH Business which must occur in accordance with a Territory Franchise Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties do hereby agree, as follows:

SECTION 1
DEFINITIONS AND TERMS

Supplementing the definitions contained in the Recitals, above, the following terms will have the meaning as defined below and/or as supplemented below:

"**Accounting Period**" is the period of time selected and determined by Franchisor respecting the required measurement and reporting of financial information by Master Franchisee. The applicable measurement period shall be determined by Franchisor from time-to-time with respect to Master Franchisees obligation to report financial information and data to Franchisor (including Territory Gross Sales and Territory Franchise Fees) respecting the reporting and payment of all fees, including, but not limited to, Master Franchise Royalty Fees and Master Franchise Territory Fees. As to the Master Franchise Royalty Fees, Master Franchise Territory Fees and all other fees that are payable and due monthly, the "Accounting

Period" shall be a monthly period commencing no later than the earlier of the (i) Scheduled Business Commencement Date, or (ii) the Actual Business Commencement Date of the Franchised Business.

"**Abandon**" refers to and means the conduct of Master Franchisee, including acts of omission as well as commission, indicating the willingness, desire or intent of Master Franchisee to discontinue the day-to-day operations of the Master Franchise Business.

"**Assignee Corporate Entity**" shall have the meaning defined and set forth in Section 10.5 of this Agreement.

"**Authorized Franchise Sales Agent**" refers to and means a Franchise Sales Agent authorized by Franchisor in writing and as to the Master Franchise Territory.

"**Business Management System**" refers to and means the software, internet, web based and/or cloud based system or systems, and customer relationship management system or systems as same may be individually or collectively designated by Franchisor, in Franchisor's discretion, as being required for use in the Master Franchise Business, including, but not limited to, the day-to-day management and performance of the Master Franchisee Services. Without limitation to the foregoing, the Business Management System may include web based, private server based, network based and/or cloud based systems. At all times Franchisor shall possess direct live access and storage based access to the Business Management System for the Master Franchise Business and to Master Franchisee's Business Management System Data.

"**Business Management System Data**" refers to and means the forms, data, tools, customer information, inventory and sales information that: (a) is pre-populated or entered into the Business Management System utilized by Master Franchisee; (b) is entered (whether by Franchisor or Master Franchisee) into the Business Management System; (c) is recorded, stored and/or maintained by the Business Management System in connection with the management and operations of the Master Franchise Business.

"**Commissions**" shall have the meaning defined and set forth in Section 5.3 of this Agreement.

"**Competitive Business**" refers to and means any business that is the same as or similar to the Master Franchise Business as it relates to (a) a residential construction and/or residential contractor business that is the same as or similar to a GH Business, or (b) a franchise sales, franchise development and/or support business that is engaged in selling franchises, developing, marketing, selling and/or supporting service based franchises, licenses and/or business opportunities related to businesses that offer residential construction and/or residential contractor services.

"**Confidential Information**" refers to and means all of Franchisor's and/or Franchisor's affiliates trade secrets, methods, standards, techniques, procedures, data and information, as same may exist as of the Effective Date of this Agreement and as same may be developed, modified and supplemented in the future, constituting and comprising: (a) methods, specifications, standards, policies, procedures, information, concepts, programs and systems relating to the development, establishment, marketing, promotion and operation of the Master Franchise Business; (b) methods, specifications, standards, policies, procedures, information, concepts, programs and systems relating to the development, establishment, marketing, promotion and operation of GH Businesses; (c) information concerning franchisee and prospective franchisee consumer preferences for GH Business franchises, and specifications for and knowledge of suppliers of certain materials, franchise sales marketing strategies, budgets, marketing channels, sales data; (d) information concerning consumer preferences for services, products, materials and supplies used or sold by, and specifications for and knowledge of suppliers of certain materials, equipment, products, supplies and procedures used or sold by GH Businesses; (e) information concerning GH Business Franchisees, prospective GH Business Franchisees, email lists, database lists, product sales, operating

results, financial performance and other financial data of GH Businesses and/or the Master Franchise Business; (f) customer lists and information related to GH Businesses and/or the Master Franchise Business; (g) Business Management System Data; (h) recipes; (i) current and future information contained in the Operations Manual; and (j) Know-How.

"**Confidentiality Agreement**" refers to and means the form of "Confidentiality Agreement" attached to this Agreement as Exhibit 3.

"**Controlling Interest**" a Controlling Interest shall exist for the following individuals, Owners, partners and/or entities: (a) (If Master Franchisee is a corporation) a controlling interest shall exist for such shareholders and Owners of the voting shares of stock of Master Franchisee as (i) shall permit voting control of Master Franchisee on any issue and/or (ii) shall prevent any other person, group, combination, or entity from blocking voting control on any issue or exercising any veto power; (b) (If Master Franchisee is a general partnership) a controlling interest shall exist for such partners and Owners that possess a managing partnership interest or such percentage of the general partnership interests in Master Franchisee as (i) shall permit determination of the outcome on any issue, and (ii) shall prevent any other person, group, combination, or entity from blocking voting control on any issue or exercising any veto power; (c) (If Master Franchisee is a limited partnership) a controlling interest shall exist for such partners and Owners that possess a general partnership interest; and (d) (If Master Franchisee is a limited liability company) a controlling interest shall exist for such members and Owners that possess a percentage of the membership interests as (i) shall permit determination of the outcome on any issue, and (ii) shall prevent any other person, group, combination or entity from blocking voting control on any issue or exercising any veto power.

"**Copyrights**" refers to and means all works and materials for which Franchisor or any affiliate of Franchisor has secured common law or registered copyright protection and Franchisor utilizes and/or allows GH Business Franchisees and/or Master Franchisees to use, sell or display in connection with the development, marketing and/or operation of a GH Business and/or Master Franchise Business, whether as of the Effective Date of this Agreement or any time in the future.

"**Corporate Entity**" refers to and means a corporation, limited liability company, partnership or other corporate legal entity that is not an individual person.

"**Development Period**" refers to and means, as applicable, each period of time designated and identified in the Development Schedule attached to this Agreement as Schedule 2. There are multiple Development Periods and as to each Development Period, Master Franchisee possesses specific Development Period Quota Development Obligations.

"**Development Period Quota Development Obligations**" refers to and means, pursuant to the Development Schedule and as to each and every Development Period: (a) the required number of Territory Franchise Agreements that must be signed during a particular Development Period in accordance with the terms of this Agreement; and (b) the number of Territory GH Businesses that must be open and in operation (in accordance with the terms of each respective Territory Franchise Agreement) within the Master Franchisee as of the last day of the last calendar month for the particular Development Period. Master Franchisees Development Quota Obligations, as to each and every Development Period that is identified in the Development Schedule, are separate and apart from one another and represent independent obligations.

"**Development Quota**" refers to and means, in aggregate, the number of Territory GH Businesses that must be established and in operation within the Master Franchise Territory during the Initial Term of this Agreement and in accordance with the Development Schedule. Master Franchisee's Development Quota is specifically identified and set forth in Schedule 2 of this Agreement.

"**Development Schedule**" refers to and means the development schedule identified, defined and set forth in Schedule 2 of this Agreement.

"**Digital Media**" refers to and means any interactive or static electronic document, application or media that is connected to and/or in a network of computers, servers and/or other devices linked by communications software, part of the world wide web (including, but not limited to websites), linked by the internet or part of a web based application, software application, smart phone based application or social media platform including, but not limited to social media platforms and applications such as Facebook, LinkedIn, Twitter, Pinterest, Instagram, Snap Chat, YouTube, and Google+, and world wide web and internet based directories and local directories that refers, references, identifies, reviews, promotes and/or relates, in any way, to, GH Businesses, the Master Franchise Business, the Licensed Marks, the System and/or Franchisor. Digital Media further includes the System Website, web pages and website subdomains (including those related to, associated with and/or a part of the System Website) associated with and/or related to the Master Franchise Business and all web pages, blog posts, videos, articles, social media accounts and pages, website directory pages, information, sub-domains and all other media and/or publications relating to the System that is displayed and/or transmitted digitally.

"**Effective Date**" refers to and means the date this Agreement is signed and executed by Franchisor.

"**FDD**" refers to and means Franchise Disclosure Document. As to Master Franchisee, FDD shall further refer to and mean a Franchise Disclosure Documents that is issued, registered, renewed, updated, filed and maintained in compliance with all applicable federal and state laws, rules and regulations related to, among other things, the offer and sale of franchises, franchise opportunities, and business opportunities.

"**Financial Performance Representation**" refers to and means any written or oral statement, presentation, depiction, pro forma, display or communication referencing and/or including information as to the financial performance of GH Businesses, the potential financial performance of GH Businesses, and/or any other financial information respecting and/or relating to a GH Business including, but not limited to, revenue, gross sales, costs, expenses, and profit.

"**Franchise Agreement**" refers to and means an agreement awarding and/or granting Master Franchisee, Master Franchisee's Affiliates and/or any third-party: (a) the right and obligation to develop and operate a GH Business; and/or (b) the right to establish and/or operate a business using the Licensed Marks and System.

"**Franchise Fees**" refers to and means all monetary and other forms of consideration paid and/or due: (a) by a GH Business Franchisee at the time of entering into a Franchise Agreement; (b) in consideration for the right to develop and/or operate a GH Business; (c) for the right to develop and/or operate multiple GH Business; (d) in consideration for and/or in exchange for the right to develop and/or operate a business using the Licensed Marks and/or System; and (e) those fees identified in FDD Item 5 of the Franchise Disclosure Document related to the sale of each respective Franchise Agreement.

"**Franchise Sales Agent**" refers to and means third-party franchise brokers, consultants, business coaches and/or agents (whether or not specially licensed and/or certified in franchise sales) solicit and/or introduce franchisors to qualified franchisee lead prospects and/or perform and/or provide services in support of or in furtherance to the Pre-Sale Services.

"**Franchise Sales Agent Fee**" refers to and means all fees and expenses charged, directly or indirectly, to Franchisor in connection with services performed by a Franchise Sales Agent.

"**Franchise Sales Listings**" refers to and means print and web based franchise listing services and portals that market and promote franchise opportunities and/or procure and distribute franchise sales leads.

"**Franchise Shows**" refers to and means tradeshows and events that promote the sale of franchises and franchise opportunities.

"**Franchisee Initial Training Program**" refers to and means Franchisor's then currently designated and/or approved initial training program for GH Business Franchisees.

"**Franchisee Relationship Services**" refers to and means providing services for and on behalf of all GH Business Territory Franchisees wherein Master Franchisee in accordance with the terms of each respective Franchise Agreement and, subject to Franchisor's standards and specifications, provides on-going and continuing support and communications with GH Business Territory Franchisees in accordance with Franchisor's standards and specifications and in satisfaction of Master Franchisee's obligations under the Franchise Agreement.

"**Franchisee Training Program**" refers to and means the initial training program to be provided by Master Franchisee to and on behalf of GH Business Territory Franchisees.

"**GH Business**" shall have the meaning set forth in the Recitals and shall further refer to and mean all GH Businesses operating under the System and/or Licensed Marks, whether owned by Master Franchisee, Master Franchisee Affiliates, or GH Business Franchisees. All GH Businesses must operate in conformity with a Franchise Agreement that has been authorized by Franchisor.

"**GH Business Franchisee**" refers to and means each individual and Corporate Entity that has either entered into a Franchise Agreement or that is otherwise authorize to use the Licensed Marks and System in connection with the development and operation of a GH Business.

"**GH Business Territory Franchisee**" refers to and means: (a) a GH Business Franchisee that has entered into a Territory Franchise Agreement with Master Franchisee; (b) a GH Business Franchisee that is authorized to operate a GH Business from and/or within the Master Franchise Territory; and/or (c) a GH Business Franchisee authorized to use the Licensed Marks and/or System within the Master Franchise Territory.

"**Gross Sales**" refers to and means the total dollar sales: (a) received from all customers of GH Businesses including, but not limited to, GH Businesses owned by Master Franchisee and Master Franchisee Affiliates; (b) generated by and/or related to the sales and/or business of all GH Businesses including, but not limited to, GH Businesses owned by Master Franchisee, Master Franchisee Affiliates, and GH Business Franchisees; and (c) the total gross amount of revenues and sales from whatever source derived, whether in form of cash, credit, agreements to pay or other consideration including the actual retail value of any goods or services traded, borrowed, or received by GH Businesses including GH Businesses owned by Master Franchisee and Master Franchisee Affiliates, GH Business Franchisees and/or any third-party in exchange for any form of monetary or non-money consideration (whether or not payment is received at the time of the sale), from or derived by GH Businesses and/or GH Business activities, whether such business is conducted in compliance with or in violation of the terms of the Master Franchise Agreement and/or respective Franchise Agreement.

"**Immediate Family**" refers to and means the spouse of a person and any other member of the household of such person, including, without limitation, children of such person.

"**Initial Term**" refers to and means the period of time set forth and defined in Section 2.2 of this Agreement.

"**Inspection Services**" refers to and means calendar year quarterly in-depth on-site field inspections to be performed by Master Franchisee as to each and every aspect of each GH Business Territory Franchisee with such inspections to be performed in accordance with Franchisor's standards and specifications and in compliance with each respective Franchise Agreement.

"**Joinder Agreement**" refers to and means the form "Joinder Agreement" attached to this Agreement as Exhibit 2.

"**Know-How**" refers to means Franchisor's trade secrets and proprietary information relating to the development, establishment, marketing, promotion and/or operation of a GH Business and/or Master Franchise Business including, but not limited to, methods, techniques, recipes, specifications, food preparation, procedures, policies, marketing strategies and information reflected in, included in, comprising and/or constituting a part of the System. Without limitation to the foregoing, Know-How shall further include information contained in the Operations Manual and the Confidential Information.

"**Licensed Marks**" shall refer to and mean "GH" and the "GH House Logo" and shall further refer to and mean such service marks, trademarks, trade dress, trade names, logos, commercial symbols and all configurations and derivations thereof, as may presently exist, or which may be modified, changed, or acquired by Franchisor or Franchisor's affiliates, in connection with the development and operation of GH Businesses and/or otherwise designated by Franchisor to be used in conformity with the System.

"**Managing Owner**" if Master Franchisee is a partnership or Corporate Entity, the Managing Owner shall be the Owner responsible for the day to day oversight, management and operation of the Master Franchise Business. The Managing Owner must possess and maintain an ownership and equity interest in the Master Franchisee such that said individual owns, holds and controls not less than 25% of the equity and ownership interests in Master Franchisee. At all times the Managing Owner must manage the operations of the Master Franchise Business.

"**Master Franchisee Affiliates**" refers to and mean, individually and/or collectively: (a) if Master Franchisee is a Corporate Entity, each current and, if applicable, prior Owner of Master Franchisee; (b) if Master Franchisee is an individual or individuals, each individual identified as a Master Franchisee; (c) a Corporate Entity that is in any way owned or controlled by an Owner or prior Owner irrespective of the percentage of ownership or control; and (d) a Corporate Entity that is in any way owned or controlled by any individual identified as a Master Franchisee and/or their spouses.

"**Master Franchise Business**" shall have the meaning set forth in the Recitals and shall further refer to and mean the business to be operated by Master Franchisee pursuant to the terms and conditions of this Agreement.

"**Master Franchisee Office**" shall have the meaning defined and set forth in Section 3.1 of this Agreement.

"**Master Franchisee Owner and Spouse Guaranty**" refers to and means the form of agreement attached to this Agreement as Exhibit 1.

"**Master Franchise GH Business Territory Fee(s)**" shall have the meaning defined and set forth in Section 5.2 of this Agreement.

"**Master Franchise Royalty Fee(s)**" shall have the meaning defined and set forth in Section 5.3 of this Agreement.

"**Master Franchise Territory Fee**" shall have the meaning defined and set forth in Section 5.1 of this Agreement.

"**Master Franchisee Office**" refers to and means the commercial office space utilized by Master Franchisee for the operation of the Master Franchise Business.

"**Master Franchisee GH Business**" refers to and means, individually and in aggregate, the GH Business and GH Businesses owned and operated by Master Franchisee and/or Master Franchisee Affiliates within the Master Franchise Territory and pursuant to the terms and conditions of a Franchise Agreement that must exist separate and apart from this Agreement.

"**Master Franchisee Services**" shall have the meaning set forth in the Recitals and shall further refer to, mean and include, individually and collectively, Master Franchisees ongoing performance of the Pre-Sale Services, Pre-Opening and Opening Services, On-Going Support Services, Franchisee Relationship Services, and Inspection Services. All Master Franchisee Services must be performed by Master Franchisee subject to Franchisor's standards and specifications which Franchisor may modify from time-to-time in Franchisor's discretion whether in the Operations Manual or otherwise in writing and, shall be performed by Master Franchisee at Master Franchisee's sole cost and expense.

"**Master Franchise Territory**" refers to and means the geographic area identified and described in Schedule 1 to this Agreement.

"**Master Franchisee Initial Training Program**" shall have the meaning defined and set forth in Section 6.1 of this Agreement.

"**Non-Compliance Event**" shall have the meaning defined and set forth in Section 3.11 of this Agreement.

"**Offer**" shall have the meaning defined and set forth in Section 10.6 of this Agreement.

"**On-Going Support Services**" as to the Master Franchise Territory, refers to and means providing GH Business Territory Franchisees on-going support, consultations, training, inspections and advice, as directed and required by each respective Franchise Agreement and, in accordance with Franchisor's standards and specifications including, but not limited to, Master Franchisee's on-going obligation to: (a) provide GH Business Territory Franchisees with on-going consultation and advise as to the operations of a GH Business in conformity with the requirements of the System; (b) provide GH Business Territory Franchisees with monthly on-site consultation and/or telephone consultations evaluating GH Business performance, compliance with System standards and specifications and advice and guidance regarding; (c) provide GH Business Territory Franchisees with ongoing updates of information, industry regulations, System training requirements, and programs regarding System Services and Products, business operations in general, GH Businesses, and the System; (d) provide GH Business Territory Franchisees with on-going advice in assisting GH Business Territory Franchisees in improving the operations and performance of GH Business Territory Franchisees including, but not limited to, advertising, marketing, financial controls, operational controls, and customer service; (e) as to each and every GH Business Territory Franchisees GH Business, conduct a monthly on-site quality and service inspection at the location of each GH Business Territory Franchisee and, following such inspection, to prepare written inspection reports that conform to Franchisor's; (f) provide GH Business Territory Franchisees with access to approved advertising and promotional materials as may be adopted, designated and/or approved by Franchisor; (g) assist with the establishment and implementation of advertising cooperatives that Franchisor may or may not authorize for Master Franchisee's implementation; (h) provide and submit Franchisor with detailed reports, as designated by Franchisor but not less frequently than monthly, concerning the performance and operation of GH Business Territory Franchisees and their respective compliance with the System; and (i) take such action as Franchisor shall reasonably request to ensure and monitor GH Business Territory Franchisees compliance with the terms and conditions of each GH Business Territory Franchisees' obligations under their respective Franchise Agreements.

"**Operations Manual**" refers to and means, individually and collectively, the manual(s) designated by Franchisor and relating to the development and/or operations of a Master Franchise Business and/or GH Businesses including, but not limited to, the policies, procedures and requirements for the development and operation of Master Franchise Businesses. The Operations Manual may consist of one of more volumes,

handbooks, manuals, written materials, videos, electronic media files, cloud/internet based list-service, intranet, internet based and accessed databases, computer media, email, webinars and other materials as may be modified, added to, replaced or supplemented by Franchisor from time to time in Franchisor's discretion, whether by way of supplements, replacement pages, franchise bulletins, or other official pronouncements or means.

"**Owner**" refers to and means collectively, individually and jointly: (a) the officers and directors of Master Franchisee (including the officers and directors of any general partner of Master Franchisee) who hold an ownership interest in Master Franchisee; (b) the managing member or manager of Master Franchisee, if Master Franchisee is a limited liability company; and (c) all holders of a five (5%) percent or more direct or indirect ownership interest in Master Franchisee and/or of any entity directly or indirectly controlling Master Franchisee. Master Franchisee's Owners are identified in Schedule 3 to this Agreement.

"**Pre-Opening and Opening Services**" refers to and means: (a) providing GH Business Territory Franchisees with Franchisor's then current standards and guidelines for the development and opening of GH Businesses; (b) providing GH Business Territory Franchisee's assistance and guidance in carry-out and complying with Franchisor's development requirements; (c) providing GH Business Territory Franchisees with initial training as may be designated by Franchisor from time-to-time and as Franchisor may require, at Franchisor's election, to be performed by Master Franchisee from a training facility located within the Master Franchise Territory; (d) assisting GH Business Territory Franchisees in developing and implementing a grand-opening marketing plan in conformity with Franchisor's standards and specifications; and (e) inspecting and certifying each GH Business Territory Franchisees' compliance with Franchisor's pre-opening and grand-opening requirements.

"**Pre-Sale Services**" refers to and means: (a) the marketing and promotion of GH Business franchises to prospective qualified franchisees located within the Master Franchise Territory who are interested in developing, opening and operating a GH Business within the Master Franchise Territory; (b) evaluating prospective GH Business franchisee leads, applications and qualifications; and (c) conducting prospective GH Business franchisee interviews, web-based and in-person information gathering sessions, franchise opportunity presentations, and discovery days.

"**Privacy Laws**" shall have the meaning defined and set forth in Section 9.2 of this Agreement.

"**Post-Term Restricted Period**" refers to and means the three (3) year period after the earliest to occur of the following: (a) the expiration, without renewal, or termination of this Agreement for any reason; or (b) the date on which Master Franchisee Transfers this Agreement to another person or Corporate Entity. Provided however, that if a court of competent jurisdiction determines that this period of time is too long to be enforceable, then the "Post-Term Restricted Period" means the two (2) year period after the earliest to occur of the following: (a) the expiration, without renewal, or termination of this Agreement for any reason; or (b) the date on which Master Franchisee Transfers this Agreement to another person or Corporate Entity.

"**Prohibited Activities**" shall have the meaning defined and set forth in Section 7.4 of this Agreement.

"**Published Content**" refers to and means any and all information, data, articles, blog posts, press releases, frequently asked questions, special offers, product information, service information, web posts, videos and other information relating to or concerning the Master Franchise Business, the System, GH Businesses and/or the Licensed Marks that is or was made available by Master Franchisee or Master Franchisee's agents to the public in print or electronic media that is published, listed, made available, uploaded on, downloaded to or posted to Digital Media.

"**Renewal Fee**" the renewal fee is a fixed fee in the sum of $75,000.

"**Renewal Term**" refers to and means the ten (10) year period that commences on the expiration of the Initial Term and continues, unless earlier terminated pursuant to the terms of this Agreement. The Renewal Term applies only if Master Franchisee is entitled to invoke and does invoke Master Franchisee's renewal rights in accordance with the terms of this Agreement including, but not limited to, Section 11 of this Agreement.

"**Reserved Rights**" shall have the meaning set forth and defined in Section 2.4 of this Agreement.

"**Restricted Territory**" refers to and means the geographic area: (a) comprising Master Franchisee's Master Franchise Territory, and (b) a twenty-five (25) mile radius surrounding Master Franchisee's Master Franchise Territory.

"**Scheduled Business Commencement Date**" refers to and means the date that occurs on the six (6) month anniversary of the Effective Date of this Agreement.

"**Spouse**" refers to and means the legal spouse of an Owner as of the Effective Date.

"**System**" shall have the meaning set forth in the Recitals and shall further refer to and, as to Master Franchisee, shall further refer to and means Franchisor's standards, specifications, operating requirements and criteria respecting the development and operation of a Master Franchise Business.

"**System Equipment and Supplies**" refers to and means the equipment and supplies designated by Franchisor as required for use in connection with the Master Franchise Business and GH Businesses. Without limitation to the foregoing, the System Equipment and Supplies shall include branded, non-branded and third-party branded equipment and supplies designated by Franchisor for use in the day-to-day operations of the Franchised Business and GH Businesses: products, building equipment, building supplies, building designs, installation kits, uniforms, stationary, sales slips, receipts, customer notices and other forms and materials, designated by Franchisor in the Operations Manual and/or otherwise in writing and, as may be modified and supplemented by Franchisor from time to time in Franchisor's Reasonable Business Judgment. System Equipment and Supplies shall further include those products that Franchisor authorizes for sale to customers of GH Businesses.

"**System Services and Products**" refers to and means those products and services that Franchisor authorize GH Business Franchisees to offer, sell and provide form GH Businesses. Franchisor shall exclusively designate and determine the System Services and Products and Franchisor, in Franchisor's discretion, may change, modify, reduce or supplement the System Services and Products that must be offered and sold by GH Businesses.

"**System Website**" refers to and means the web page and/or pages located on the world wide web at the www.greenhomesaustralia.com.au URL (uniform resource locator) and shall further include all webpages and subdomains relating to GH Businesses and/or the promotion, marketing and sale of GH Business franchises.

"**Term**" refers to and means: (a) the Initial Term, and (b) the Renewal Term, if Master Franchisee invokes Master Franchisee's limited renewal rights as set forth in this Agreement including, but not limited to Section 11 of this Agreement.

"**Territory Franchise Agreement**" shall have the meaning defined and set forth in the Recitals of this Agreement and shall further refer to and mean a Franchise Agreement respecting and/or relating to a GH Business to be developed and/or operated within the Master Franchise Territory. At all times, Master Franchisee may only utilize those Franchise Agreements and accompanying Franchise Disclosure

Documents that have been prepared by Master Franchisee and approved by Franchisor and that otherwise conform to Franchisor's standards and specifications

"**Territory Franchise Fees**" refers to and means all monetary and other forms of consideration paid and/or due: (a) by a GH Business Franchisee at the time of entering into a Territory Franchise Agreement related to, concerning, involving and/or providing for a territory within the Master Franchise Territory; (b) in consideration for the right to develop and/or operate a GH Business in or within the Master Franchise Territory; (c) for the right to develop and/or operate multiple GH Business in or within the Master Franchise Territory; (d) in consideration for and/or in exchange for the right to develop and/or operate a business using the Licensed Marks and/or System in or within the Master Franchise Territory; and (e) those fees identified in FDD Item 5 of the Franchise Disclosure Document related to the sale of each respective Territory Franchise Agreement.

"**Territory GH Business**" refers to and means a GH Business that is duly authorized to operate in and/or to service customers within the Master Franchise Territory.

"**Territory Gross Sales**" refers to and means the total dollar sales: (a) received from all customers of GH Businesses including, but not limited to, GH Businesses owned by Master Franchisee and Master Franchisee Affiliates, that are located within and/or operating within the Master Franchise Territory; (b) generated by and/or related to the sales and/or business of all GH Businesses including, but not limited to, GH Businesses owned by Master Franchisee, Master Franchisee Affiliates, and GH Business Franchisees, operating and/or providing goods or services within the Master Franchise Territory; (c) generated by and/or related to the sales and/or business of all Territory GH Businesses and GH Business Territory Franchisees; and (d) the total gross amount of revenues and sales from whatever source derived, whether in form of cash, credit, agreements to pay or other consideration including the actual retail value of any goods or services traded, borrowed, or received by GH Businesses including GH Businesses owned by Master Franchisee and Master Franchisee Affiliates, GH Business Franchisees and/or any third-party in exchange for any form of monetary or non-money consideration (whether or not payment is received at the time of the sale), from or derived by GH Businesses and/or GH Business activities which started in, on, from or through a GH Business within and/or relating to the Master Franchise Territory, whether such business is conducted in compliance with or in violation of the terms of the Master Franchise Agreement and/or respective GH Business Franchise Agreement.

"**Transfer**" refers to and means and shall include, without limitation, the following, whether voluntary or involuntary, conditional or unconditional, and/or direct or indirect: (a) an assignment, sale, gift, transfer, pledge or sub-franchise; (b) the grant of a mortgage, charge, lien or security interest, including, without limitation, the grant of a collateral assignment; (c) a merger, consolidation, exchange of shares or other ownership interests, issuance of additional ownership interests or securities representing or potentially representing ownership interests, or redemption of ownership interests; and (d) a sale or exchange of voting interests or securities convertible to voting interests, or an agreement granting the right to exercise or control the exercise of the voting rights of any holder of ownership interests or to control the operations or affairs of Franchisee.

"**Transfer Fee**" the transfer fee is a fixed fee in the sum of $75,000.

SECTION 2
MASTER FRANCHISEE GRANT AND OBLIGATIONS

2.1 GRANT AND MASTER FRANCHISEE OBLIGATIONS

Within the Master Franchise Territory, during the term of this Agreement and subject to Franchisor's Reserved Rights, Franchisor grants to Master Franchisee the right, and Master Franchisee accepts the right and undertakes the obligation to develop and operate a Master Franchise Business in accordance with the following terms and conditions of this Agreement. Without limitation to the foregoing:

(1) During the Term of this Agreement and subject to the rights of Franchisor including, but not limited to, the Reserved Rights, Franchisor grants to Franchisee and Franchisee accepts, the non-exclusive license, right and obligation to develop and operate a Master Franchise Business within the Master Franchise Territory;

(2) Master Franchisee must establish and operate the Master Franchise Business from a Master Franchisee Office in accordance with the terms and conditions of this Agreement;

(3) Master Franchisee must, continuously throughout the Term of this Agreement, diligently offer, provide, and perform the Master Franchisee Services within the Master Franchise Territory, for the benefit of all GH Business Franchisee's located and/or operating within the Master Franchise Territory, and for the benefit of the System;

(4) Master Franchisee, either directly or through a Master Franchisee Affiliate may establish and operate a Master Franchisee GH Business within a designated operating territory located and operating within the Master Franchise Territory in accordance with a Franchise Agreement approved by Franchisor and that is identical to the Franchise Agreement approved by Franchisor for use with all other GH Business Franchisees within the Master Franchise Territory, whether owned and operated by Master Franchisee, Master Franchisee's affiliates or any third-party;

(5) Franchisee may only operate the Master Franchisee GH Business within Franchisee's Operating Territory and, without limitation to the foregoing, Franchisee may only offer and sell the System Services and Products within Franchisee's Operating Territory and in accordance with the requirements set forth in the Operations Manual;

(6) Except as otherwise provided in this Agreement including, but not limited to, the Reserved Rights, provided that, at all times Master Franchisee is and remains in compliance with all of the terms and provisions of this Agreement, during the Term of this Agreement, Franchisor will not establish or operate, or grant a franchise to any third-party to operate, a Master Franchise Business within the Master Franchise Territory;

(7) Except as otherwise provided in this Agreement including, but not limited to, the Reserved Rights, provided that, at all times Master Franchisee is and remains in compliance with all of the terms and provisions of this Agreement, during the Term of this Agreement, Franchisor will not establish or operate, or grant a franchise to any third-party to operate, a GH Business within the Master Franchise Territory; and

(8) The foregoing rights granted in this Article 2.A. are subject to and contingent upon each and every, term and condition of this Agreement, the rights of any prior user, and are non-exclusive and subordinate to the Reserved Rights.

2.2 TERM

Unless previously terminated pursuant to the terms of this Agreement, the term of this Agreement will be for a period of ten (10) years, commencing as of the Effective Date (the "Initial Term"). Provided that Master Franchisee performs and satisfies the terms and conditions of this Agreement, including and subject to Section 11 of this Agreement, Master Franchisee may renew this Agreement for the Renewal Term.

2.3 MASTER FRANCHISEE GH BUSINESS

Master Franchisee may either, directly or through a Master Franchisee Affiliate, enter into a Franchise Agreement for Master Franchisee's development, ownership and operation of a Master Franchisee GH Business. The Master Franchisee GH Business shall be required to pay all franchise fees, royalties and all other fees and expenses to be charged to third-party GH Business Franchisees and in accordance with a

Franchise Agreement and Franchise offering prepared by Master Franchisee but requiring Franchisor's approval as to terms. As to Master Franchisee's Master Franchisee GH Business, Master Franchisee acknowledges and agrees that:

(a) To the extent that Master Franchisee elects to develop and operate a Master Franchisee GH Business, at all times Master Franchisee shall operate each Master Franchisee GH Business(s) in accordance with the terms and conditions of the respective Franchise Agreement for each Master Franchisee GH Business. In the event that a Franchise Agreement is terminated by Franchisor as a result of Master Franchisee's breach (as a franchisee) of a Franchise Agreement, then such breach shall also constitute a default of this Agreement entitling Franchisor, among other things, to terminate this Agreement.

2.4 RESERVATION OF RIGHTS

Franchisor on behalf of itself, its affiliates and its assigns retains all rights, on any and all terms and conditions that Franchisor deems advisable and without any compensation or consideration to Master Franchisee to engage in the following activities (the "Reserved Rights"):

(a) operate and grant to others the right to develop and operate GH Businesses and/or other businesses using the Licensed Marks and System within and/or outside the Master Franchise Territory;

(b) operate and grant to others the right to develop and operate the Master Franchise Business using the System and Licensed Marks at locations outside the Master Franchise Territory, as Franchisor deems appropriate and irrespective of the proximity to the Master Franchise Territory;

(c) acquire, merge with or otherwise affiliate with one or more businesses of any kind, including businesses that offer and sell products and services and/or franchises that are the same as, or similar to, the Master Franchise Business and/or GH Businesses, and after such acquisition, merger or affiliation to own and operate and to franchise, or license others to own and operate and to continue to own and operate such businesses of any kind, even if such businesses offer and sell products and services and/or franchises that are the same as or similar to the Master Franchise Business and/or the GH Businesses (but not utilizing the Licensed Marks) within the Master Franchise Territory;

(d) be acquired by or merge with or otherwise affiliate with one or more businesses of any kind, including businesses that offer and sell products and services and/or franchises that are the same as, or similar to, the Master Franchise Business and/or GH Businesses, even if such business or businesses presently or, in the future, own and operate and franchise or license others to own and operate businesses that offer and sell products and services and/or franchises that are the same as or similar to the Master Franchise Business and/or the GH Businesses (but not utilizing the Licensed Marks) within the Master Franchise Territory; and

(e) use the Licensed Marks and System and to license others to use the Licensed Marks and System, to engage in all other activities not expressly prohibited by the Agreement.

2.5 MODIFICATION OF SYSTEM

Franchisor, in Franchisor's discretion, reserves the right, at all times, to supplement, modify, alter and/or amend the System including any and/or all components of the System and the terms and conditions of the Franchise Agreements that may or may not be offered. Master Franchisee shall promptly comply with all such modifications to the System whether such modification results in the addition, subtraction, modification and/or enhancement to any and/or all components of the System. Franchisor shall provide Master Franchisee with a reasonable time period to comply with any change or modification to the System which shall be communicated to Franchisee by Franchisor including, but not limited to, communication

through the Operations Manual.

2.6 OWNERSHIP OF CORPORATE ENTITY
If Master Franchisee is at any time a Corporate Entity, Master Franchisee represents that the information contained in Schedule 3 to this Agreement is true and accurate.

2.7 NON-TRANSFERABLE BY MASTER FRANCHISEE
Master Franchisee agrees that Master Franchisee does not possess and shall not possess the right to franchise, sub-franchise, license, sublicense, assign and/or otherwise Transfer Master Franchisee's rights under this Agreement. The rights and privileges granted and conveyed to Master Franchisee in this Agreement may not be Transferred.

2.8 INDEPENDENT CONTRACTORS AND NO JOINT EMPLOYER RELATIONSHIP
Franchisor and Master Franchisee agree that this Agreement does not create a fiduciary relationship between Franchisor and Master Franchisee, Franchisor and Master Franchisee are independent contractors and nothing in this Agreement is intended to make either party a general or special agent, legal representative, subsidiary, joint venture, partner, employee or servant of the other for any purpose.

Master Franchisee agrees that it is the sole employer of its employees. Master Franchisee has the sole right to select, hire and discharge Master Franchisee's employees. Master Franchisee is responsible for all decisions regarding hiring, firing, training, supervising, disciplining, scheduling and paying wages to, and withholding and paying taxes for Master Franchisee's employees. Master Franchisee, each Owner, each Spouse, and Master Franchisee's officers, directors, manager, agents, representatives, independent contractors and employees shall not be construed, considered, or represented as Franchisor's employees, representatives, or agents. Master Franchisee agrees that there is no joint employer relationship between Franchisor and Master Franchisee or Master Franchisee's employees. Master Franchisee's compliance with all federal, state and local labor laws rules and regulations shall be exclusively determined and managed by Master Franchisee. To the extent that the Operations Manual includes information, specifications, procedures, criteria and/or requirements as to employees of the Master Franchise Business, such requirements shall be interpreted exclusively for the purpose of maintaining brand standards and under no circumstance shall same relate to the employer-employee relationship. As to the foregoing issue of "joint employer" and the non-existence thereof, in the event of any inconsistency or conflict between this Agreement and the Operations Manual, the terms of this Agreement shall take precedence and govern.

SECTION 3
MASTER FRANCHISEE'S OBLIGATIONS, DUTIES, AND OPERATION OF THE MASTER FRANCHISEE BUSINESS

3.1 MASTER FRANCHISEE OFFICE
Master Franchisee shall operate and manage the Master Franchise Business from a Master Franchisee Office that: (a) is established and maintained by Master Franchisee at a commercial office location within the Master Franchise Territory; (b) complies with the terms and conditions of this Agreement; (c) satisfies and meets Franchisor's standards and specifications; (d) is timely presented by Master Franchisee to Franchisor for approval as Franchisee's proposed Master Franchisee Office; (e) is approved by Franchisor as Master Franchisee's Master Franchisee Office; (f) is timely secured by Master Franchisee within ninety (90) days of the Effective Date of this Agreement, as evidenced by a binding lease with a duration equal; (g) is and, at all times, shall be exclusively dedicated to the operation of the Master Franchise Business; (h) is located within the Master Franchise Territory; and (i) otherwise meets the terms and conditions of this Agreement and Franchisor's standards and specifications.

Master Franchisee will not lease, purchase or otherwise acquire a proposed Master Franchisee Office until such information as Franchisor may require as to the proposed Master Franchisee Office has been provided to Franchisor by Master Franchisee and, Franchisor has approved the office. Franchisor shall respond to

Master Franchisee's request for approval of a proposed Master Franchisee Office within a reasonable time period but not exceeding thirty (30) days following Franchisor's receipt, from Master Franchisee, of complete written information about Master Franchisee's proposed Master Franchisee Office. If Franchisor rejects or disapproves Master Franchisee's proposed Master Franchisee Office, Master Franchisee must nevertheless identify and obtain Franchisor's approval of a proposed Master Franchisee Office within the time requirements set forth in this Agreement. Franchisor's disapproval of a proposed Master Franchisee Office shall not serve as a basis to extend any deadline or requirement set forth in this Agreement.

3.2 COMMENCEMENT OF MASTER FRANCHISEE BUSINESS

Master Franchisee must develop and commence the day-to-day operations of the Master Franchise Business whereby, among other things, Master Franchisee has completed, to Franchisor's satisfaction, the Master Franchisee Initial Training Program, established the Master Franchisee Office, and is offering and providing the Master Franchisee Services on or before the Scheduled Business Commencement Date and, thereafter, throughout the Term of this Agreement. Without limitation to the foregoing, prior to opening and commencing the operations of the Master Franchise Business including, but not limited to the Master Franchisee Services, Master Franchisee must, as determined by Franchisor: (a) be in compliance with the terms and conditions of this Agreement; (b) have satisfied the pre-opening obligations set forth by Franchisor in the Operations Manual; (c) have completed and satisfied the Master Franchisee Initial Training Program; (d) have completed and satisfied the Franchisee Initial Training Program; and (e) obtained Franchisor's written consent to open and commence the operations of the Master Franchise Business.

3.3 MASTER FRANCHISEE OPERATIONS, SERVICES AND ON-GOING OBLIGATIONS

If Master Franchisee is a Corporate Entity, at all times during the Term of this Agreement, the Master Franchise Business shall, on a day-to-day basis, be directly managed and supervised by Master Franchisee's Managing Owner. Master Franchisee shall not delegate and/or assign Master Franchisees obligations under this Agreement to a third-party. Without limitation to the foregoing, as to the Master Franchise Territory, Master Franchisee shall, at Master Franchisee's sole cost and expense:

(a) exclusively operate the Master Franchise Business from and within the Master Franchise Territory;

(b) exclusively offer, provide and perform the Master Franchisee Services for the benefit of Franchisor, the System, and Franchisor's affiliates and assigns;

(c) satisfy and complete all supplemental master franchisee and/or Franchisee training programs designated by Franchisor from time-to-time;

(d) exclusively utilize the Business Management System in connection with the Master Franchise Business and as directed by Franchisor;

(e) own and operate not less than one (1) Master Franchisee GH Business and, as directed by Franchisor from time-to-time, provide Pre-Opening Services and Master Franchisee Services utilizing the Master Franchisee GH Business;

(f) timely satisfy Master Franchisee's Development Quota, Development Period Quota Development Obligations, and Development Schedule obligations in accordance with the terms of this Agreement including, but not limited to Section 4 and Schedule 2 of this Agreement;

(g) communicate with and work with Authorized Franchise Sales Agents in attracting, qualifying and referring qualified prospective GH Business Franchisees to Franchisor;

(h) if approved and authorized in accordance with Section 3.6 of this Agreement, manage Franchise Sales Listings;

(i) if approved and authorized in accordance with Section 3.6 of this Agreement, attend and promote the sale of GH Business franchises at Franchise Shows;

(j) comply with the operating standards set forth by Franchisor as to the operations of the Master Franchise Business including, but not limited to Sections 3 and 4 of this Agreement;

(k) operate the Master Franchise Business in conformity with the Operations Manual as such Operations Manual exists as of the Effective Date of this Agreement and as the Operations Manual may be modified and supplemented from time to time in the future by Franchisor, in Franchisor's discretion;

(l) operate the Master Franchise Business in conformity with the highest ethical and professional standards including, but not limited to, those standards specified by Franchisor in the Operations Manual;

(m) operate the Master Franchise Business in conformity with all applicable federal and state franchise laws, business opportunity laws, and commercial laws including, without limitation, franchise disclosure document disclosure laws and obligations, franchise disclosure document registration obligations imposed on master franchisees, franchise seller disclosure and/or registration requirements, and business opportunity disclosure and/or registration requirements; and

(n) otherwise comply with the terms and conditions of this Agreement.

The foregoing shall be undertaken by Master Franchisee at Master Franchisee's sole cost and expense and without any contribution, rebate and/or credit from Franchisor.

3.4 MASTER FRANCHISEE TRAINING

Within ninety (90) days of the Effective Date of this Agreement, Master Franchisee shall complete, to Franchisor's satisfaction, the Master Franchisee Initial Training Program and the Franchisee Initial Training Program.

3.5 THIRD-PARTY FRANCHISE SALES AGENTS AND FRANCHISE SALES AGENT FEES

Franchisee may not engage any Franchise Sales Agent without the express written consent of Franchisor. If Franchisee wishes to recruit, utilize and/or benefit from the services of a Franchise Sales Agent then: (a) Master Franchisee must obtain Franchisor's written approval which Franchisor may grant or refuse in Franchisor's discretion; (b) the Franchise Sales Agent must enter into a written franchise sales agent agreement approved by Franchisor.

Master Franchisee acknowledges and agrees that critical to the System is Franchisor's reputation and the System's reputation for paying Franchise Sales Agents in connection with the sale of GH Business Franchises. To protect the System, Master Franchisee acknowledges and agrees that in the event of a dispute between Master Franchisee and a Franchise Sales Agent as to a commission and/or fee that may be payable to the Franchise Sales Agent, that Franchisor possesses the sole discretion and authority in determining whether or not such commission and/or fee shall be paid.

3.6 FRANCHISE SALES LISTINGS AND FRANCHISE SHOWS

Master Franchisee may not utilize any Franchise Sales Listings without the express written consent of Franchisor. If Master Franchisee wishes to utilize any Franchise Sales Listings then: (a) Master Franchisee must obtain Franchisor's written approval which Franchisor may grant or refuse in Franchisor's discretion;

(b) The Franchise Sales Listings must comply with all of Franchisor's criteria and requirements for Franchise Sales Listings; and (c) Master Franchisee shall be solely and exclusively responsible for all fees and expenses associated with the Franchise Sales Listings.

Master Franchisee may not attend at and/or promote GH Business franchises at any Franchise Shows without the express written consent of Franchisor. If Master Franchisee wishes to attend a Franchise Show to promote GH Business franchises then: (a) Master Franchisee must obtain Franchisor's written approval which Franchisor may grant or refuse in Franchisor's discretion; (b) The Franchise Show displays, advertising and marketing materials must be approved by Franchisor and must otherwise comply with all of Franchisor's criteria and requirements; and (c) Master Franchisee shall be solely and exclusively responsible for all fees and expenses associated with the Franchise Shows.

3.7 GH BUSINESS FDD, FRANCHISE AGREEMENTS AND NO INTENDED THIRD-PARTY BENEFICIARY FRANCHISEES

Master Franchisee and Franchisor acknowledge and agree:

(a) That as to the Master Franchise Territory, Master Franchisee may enter into GH Business Franchise Agreement based on a franchise compliance program consisting of Franchise Disclosure Document, and ancillary agreements that (i) were prepared by Master Franchisee, at Master Franchisee's sole cost and expense; (ii) meet Franchisor's standards and specifications as communicated by Franchisor to Master Franchisee from time-to-time and in Franchisor's discretion; (iii) were independently reviewed by Master Franchisee's licensed attorney authorized to practice law within the Master Franchise Territory; (iv) comply, as certified by Master Franchisee, with all applicable federal and state franchise and business opportunity laws, rules, and regulations; (v) that are approved by Franchisor in writing. Without limitation to the foregoing, Master Franchisee agrees that in order to create uniformity Franchisor poissesses the sole discretion as to whether or not Franchisor approved of Master Franchisee's franchise offering and that the terms of the GH Business Franchise Agreement, including all material terms including terms related to franchise fees, royalty rates, brand development funds, operating and protected territories, term of agreement, renewal conditions and implementation of system standards must meet Franchisor's standards, specifications and requirements as communicated by Franchisor to Master Franchisee in writing and as may be supplemented and/or modified by Franchisor from time-to-time;

(b) Master Franchisee will be entering into the GH Business Franchise Agreements, provided that same has been approved by Franchisor and meets Franchisors standards and specifications, but Franchisor shall not be a party of the GH Business Franchise Agreements and under no circumstance are third-party GH Business Franchisees and/or prospective franchisees intended as third-party beneficiaries to this Agreement. Franchisor shall not possess any liability and/or obligation to GH Business Franchisees and/or prospective franchisees and no GH Business Franchisee and/or prospective franchisee is intended as a third-party beneficiary to this Agreement; and

(c) Any and all rights of Master Franchisee in and/or to the GH Business Franchise Agreements are subject and subordinate to this Agreement and the rights of Franchisor. In the event of the expiration and/or termination of this Agreement, Franchisor may cause all GH Business Franchise Agreements to be assigned to Franchisor, Franchisor's affiliate,

and/or any third-party designated by Franchisor. Franchisor is authorized to effectuate such transfer and/or assignment without any further approval of Master Franchisee;

3.8 DIGITAL MEDIA, SYSTEM WEBSITE AND TELEPHONE NUMBERS

Master Franchisee acknowledges the significance of Digital Media to the System and necessity for Franchisor's control over Digital Media. Between Franchisor and Master Franchisee, Franchisor is the absolute owner of the Digital Media and nothing contained in this Agreement grants to Master Franchisee any ownership interest in or to the Digital Media. Master Franchisee shall not utilize, access or open accounts regarding or related to Digital Media unless expressly approved by Franchisor in writing which approval Franchisor may withhold, condition or limit as determined by Franchisor in Franchisor's sole discretion and which approval, if given, shall be limited to the marketing and promotion of GH Business franchise sales in accordance with Franchisor's standards and specifications. Upon expiration or termination of this Agreement for any reason, any prior authorization by Franchisor as to Master Franchisee's right to utilize the Digital Media and/or otherwise as to any rights of Master Franchisee in or to the Digital Media shall be automatically terminated and, at Franchisor's election, the right to any and all accounts and/or sites (if any) associated with Digital Media utilized by Master Franchisee shall be transferred to Franchisor. Under no circumstance shall Master Franchisee utilize the Digital Media for purposes of or with the effect of libeling or disparaging another nor shall Master Franchisee violate any copyrights – as to such actions as between Master Franchisee and any third party, Master Franchisee is exclusively responsible for disparagement, libel and/or copyright infringement if Master Franchisee published and/or caused such content to be published.

Master Franchisee agrees that Digital Media and/or Published Content, if permitted by Franchisor, must be approved by Franchisor prior to publication or use in any form. Digital Media and Published content that is approved by Franchisor or that otherwise is acceptable to Franchisor as meeting Franchisor's standards shall be owned by Franchisor. As between Franchisor and Master Franchisee, any and all interest and right in or to the Digital Media and/or Published Content shall, at all times, be and is the exclusive property of Franchisor both during the Term of this Agreement and upon the expiration or termination of this Agreement. Master Franchisee acknowledges and agrees that the System Website and all improvements and modifications made to the System Website, Digital Media, and Published Content is and shall be the exclusive property of Franchisor.

3.9 FDD REGISTRATION, DISCLOSURE AND COMPLIANCE OBLIGATIONS

At all times, as to the Master Franchise Territory, Master Franchisee is solely and exclusively responsible, at Master Franchisee's sole cost and expense, to ensure that at all times, the FDD and franchise offering for GH Business Franchises is and remains in compliance with all applicable franchise laws, rules and regulations and that Master Franchisee shall act so that a Non-Compliance Event (defined below) does not occur. Master Franchisee shall not market, promote or solicit franchise sales at any time during which any one of the following non-compliance events occurs (a "Non-Compliance Event"): (a) the FDD for GH Business Franchises is not current and updated in accordance with federal law, rules, and regulations including, but not limited to 16 CFR Parts 436 and 437; (b) the FDD, if applicable to the jurisdictions that include the Master Franchise Territory, is not currently registered with the applicable government entity; (c) the FDD, if applicable to the jurisdictions that include the Master Franchise Territory, is not currently filed with and authorized in accordance with the jurisdictions franchise filing requirements and/or business opportunity laws; and/or (d) Master Franchisee, if applicable to the jurisdictions that include the Master Franchise Territory, does not register as a franchise seller. Without limitation to the foregoing, Master Franchisee acknowledges and agrees that the FDD and franchise offering must be approved by Franchisor and comply with Franchisor's standards, specifications and requirements. If a Non-Compliance Event occurs the Development Schedule shall not be suspended and/or extended.

3.10 ADVERTISING, RECRUITING, SCREENING, AND APPROVALS

Master Franchisee shall be responsible for advertising for, recruiting, screening, and reviewing prospective

GH Business Territory Franchisees. Master Franchisee must spend a minimum of Three Thousand ($3,000) Dollars per month on the solicitation of prospective GH Business Territory Franchisees, except that there is no minimum expenditure for the first six months of the Term. Master Franchisee must submit monthly reports to Franchisor showing the advertising expenditures. If Master Franchisee fails to spend the required minimum of Three Thousand ($3,000) Dollars per month.

3.11 MASTER FRANCHISEE STAFFING AND EMPLOYEE RELATIONSHIPS

Master Franchisee shall hire a sufficient number of employees to carry-out, perform and satisfy Master Franchisee's obligations under this Agreement. Master Franchisee acknowledges and agrees that Master Franchisee is and shall be the sole employer of its employees. Master Franchisee has the sole right to select, hire and discharge Master Franchisee's employees. Master Franchisee is solely responsible for all decisions regarding hiring, firing, training, supervising, disciplining, scheduling and paying wages to, and withholding and paying taxes for Master Franchisee's employees. Master Franchisee agrees that there is no joint employer relationship between Franchisor and Master Franchisee. Master Franchisee's compliance with all federal, state and local labor laws rules and regulations shall be exclusively determined and managed by Master Franchisee. To the extent that the Operations Manual includes information, specifications, procedures, criteria and/or requirements as to employees of the Master Franchise Business, such requirements shall be interpreted exclusively for the purpose of maintaining brand standards associated with the System, to protect the good will associated with the System, and to ensure System uniformity requirements and standards concerning the System and under no circumstance shall same relate to the employer-employee relationship. As to the foregoing issue of "joint employer" and the non-existence thereof, in the event of any inconsistency or conflict between this Agreement and the Operations Manual, the terms of this Agreement shall take precedence and govern.

3.12 IMAGE RELEASE

Master Franchisee agrees and authorizes Franchisor to use Master Franchisee's likeness in photographs, videos and all other media in which Master Franchisee's likeness appears and to use same in any and all Digital Media and other publications and advertisements of Franchisor. Master Franchisee agrees that any photograph or image using Master Franchisee's likeness will become Franchisor's property and will not be returned. Master Franchisee agrees and irrevocably authorizes Franchisor to use, edit, alter, copy, exhibit, publish, or distribute any photograph and/or image (digital, video, print, or otherwise) of Master Franchisee for any lawful purpose and to do so without payment of any royalty or fee to Master Franchisee.

3.15 RELOCATION

Under no circumstance will Master Franchisee be permitted to relocate the Master Franchise Business, relocate the Master Franchise Territory and/or modify the Master Franchise Territory. If Master Franchisee wishes to relocate the Master Franchisee Office, Master Franchisee must obtain Franchisor's prior written consent which Franchisor will not unreasonably withhold provided that the proposed new office is located within the Master Franchise Territory.

SECTION 4
DEVELOPMENT QUOTA, MASTER FRANCHISEE FEE, AND DEVELOPMENT SCHEDULE

4.1 DEVELOPMENT QUOTA AND DEVELOPMENT PERIOD QUOTA DEVELOPMENT OBLIGATIONS.

Franchisor and Master Franchisee agree that the Development Quota is identified and set forth in Schedule 2.

As to the Development Quota and the Development Period Quota Development Obligations, Master Franchisee agrees that: (a) that the Development Quota and the Development Period Quota Development Obligations are fair and reasonable; (b) Franchisor has not made any representations and/or warranties as

to the number of Territory GH Businesses that will or may be established within the Master Franchise Territory; (c) that Master Franchisee has independently evaluated the Master Franchise Territory to independently determine and assess potential franchise sales, the availability of potential Territory GH Businesses, the potential successful operation of Territory GH Businesses, and the overall suitability of the Master Franchise Territory, the Development Quota, the Development Schedule, and the Development Period Quota Development Obligations; and (d) All Franchise Agreements and franchise offerings made by Master Franchisee within the Master Franchise Territory must meet Franchisors standards and specifications as set forth by Franchisor in writing and as may be supplemented and modified by Franchisor from time to time in Franchisor's sole discretion.

4.2 MASTER FRANCHISEE TERRITORY FEE.
In exchange for the rights set forth and granted to Master Franchisee pursuant to the terms of this Agreement, upon execution of this Agreement, Master Franchisee shall pay to Franchisor the Master Franchise Territory Fee. The Master Franchise Territory Fee is identified in Schedule 2 of this Agreement and not refundable under any circumstance and is fully earned by Franchisor upon execution of this Agreement.

Master Franchisee acknowledges and agrees that, among other things, the Master Franchise Territory Fee solely relates to the grant of the rights set forth in this Agreement for the development and operation of the Master Franchise Business and not to any GH Business.

4.3 DEVELOPMENT SCHEDULE
Master Franchisee agrees that to induce Franchisor to enter into this Agreement that Master Franchisee, in connection with Master Franchisee's development and operation of the Master Franchise Business and Master Franchisee's performance of the Master Franchisee Services, that Master Franchisee shall timely meet and satisfy the development requirements set forth in the Development Schedule including, but not limited to, the Development Period Quota Development Obligations. The Development Schedule is attached to this Agreement as a part of Schedule 2.

Master Franchisee's failure to timely meet and satisfy the Development Schedule and/or the Development Period Quota Development Obligations shall constitute a material default of this Agreement and, among other things, entitle Franchisor to terminate this Agreement. Time is of the essence. Each and every Development Period shall be independent of the other and Master Franchisee's failure to meet Master Franchisees Development Period Quota Development Obligations for any particular Development Period shall constitute a material default of this Agreement. Deficits and/or deficiencies as to any one particular Development Period cannot be carried-over, satisfied and/or made up in any subsequent Development Period.

4.4 REASONABLENESS OF DEVELOPMENT SCHEDULE
Master Franchisee agrees and represents that it has conducted its own independent investigation and analysis of the prospects for the establishment of Territory GH Businesses within the Master Franchise Territory, that Master Franchisee approves of the Development Schedule as being reasonable and viable, and that Master Franchisee recognizes that failure to achieve the results described in the Development Schedule will constitute a material breach of this Agreement with time being of the essence. Additionally, as to the Development Schedule, Master Franchisee acknowledges and agrees that: (a) the Development Schedule is fair and reasonable; (b) Franchisor has not made any representations and/or warranties as to the number of Territory GH Businesses that will or may be established within the Master Franchise Territory; and (c) Franchisor has not made any representations and/or warranties as to the number of Territory Franchise Agreements that will or may signed within the Master Franchise Territory and/or within the respective Development Periods.

SECTION 5
FEES PAID TO FRANCHISOR BY MASTER FRANCHISEE

5.1 MASTER FRANCHISE TERRITORY FEE

Upon execution of this Agreement Franchisee shall pay to Franchisor a non-recurring initial master franchise territory fee (the "Master Franchise Territory Fee") in an amount equal to Twenty Five Hundred ($25,000) Dollars multiplied by the Development Quota. The agreed upon Development Quota and the amount of the Master Franchise Territory Fee are identified and set forth in Schedule 2 of this Agreement. The Master Franchise Territory Fee is fully earned by Franchisor upon execution of this Agreement and is not refundable.

5.2 MASTER FRANCHISE GH BUSINESS TERRITORY FEES

Throughout the Term of this Agreement, Master Franchisee shall pay to Franchisor continuing non-refundable territory fees for each and every GH Business Territory Franchise Agreement that Master Franchisee enters into, each and every GH Business Territory Franchise awarded and/or authorized within the Master Franchise Territory, and for each and every GH Business that Master Franchisee authorizes for operation within the Master Franchise Territory (the "Master Franchise GH Business Territory Fee"). The Master Franchise GH Business Territory Fee is an on-going fee and shall be equal to Thirty (30%) Percent of each and every Territory Franchise Fee.

The Master Franchise GH Business Territory Fee is on-going and is payable in cash and calculation of the on-going Master Franchise GH Business Territory Fee shall be paid no less frequently than monthly (or based on such other Accounting Period designated by Franchisor) and shall be based on the Territory Franchise Fees for the prior monthly Accounting Period. Master Franchisee's GH Business Territory Fee payments will be paid monthly by ACH and/or electronic funds transfer, due on the first Thursday of each monthly Accounting Period (for the preceding month and each month thereafter throughout the entire Term of this Agreement) or such other specific day of the month that Franchisor designates from time to time or for such other period that Franchisor may designate (the "Due Date")(the term Due Date is further defined in Article 1 of this Agreement). Upon the request of Franchisor and in no event later than thirty (30) days prior to the earlier of the Actual Business Commencement Date or the Scheduled Business Commencement Date, Master Franchisee shall execute Franchisor's designated ACH Authorization form and such other authorization agreements, in the form proscribed by Franchisor, for preauthorized payment of Master Franchise GH Business Territory Fee payments, Master Franchisee, and other amounts due from Franchisee under this Agreement, by electronic transfer of funds from Franchisee's bank account to the bank account that Franchisor designates. As of the Effective Date, Franchisor's current ACH Authorization that must be executed and complied with by Franchisee is attached hereto as Exhibit 7. Franchisor may require Master Franchisee to pay the Master Franchise GH Business Territory Fees and other amounts due under this Agreement by means other than ACH and/or automatic debit whenever Franchisor deems appropriate, and Franchisee agrees to comply with Franchisor's payment instructions.

On the Due Date each month, Master Franchisee shall report by electronic means, telephone or in written form, as Franchisor directs, a performance report itemizing performance metrics identified and required by Franchisor including, but not limited to Territory Gross Sales and Territory Franchise Fees (the "Performance Report") and any other reports required under this Agreement. Franchisor shall have the right to verify such royalty payments from time to time, as it deems necessary in any reasonable manner. If Master Franchisee fails to have sufficient funds in its account or otherwise fails to pay any fees due to Franchisor including, but not limited to, Master Franchise Royalty Fees and master Franchise Territory Fees as of the Due Date, Franchisee shall owe, in addition to fees, a late charge equivalent to the lesser of five percent (5%) per month of any late royalty payment or Fifty Dollars ($50); provided, however, in no event shall Master Franchisee be required to pay a late fee at a rate greater than the maximum commercial

contract interest rate permitted by applicable law. Further, if Franchisee fails to submit an accurate Performance Report by the Thursday of each week for the preceding week, Franchisee must pay, in addition to royalties, a late charge in the amount of Fifty Dollars ($50). Franchisor may require Franchisee to pay the Royalty Fees and other amounts due under this Agreement by means other than automatic debit whenever Franchisor deems appropriate, and Franchisee agrees to comply with Franchisor's payment instructions.

5.3 MASTER FRANCHISE ROYALTY FEES

Throughout the Term of this Agreement, Master Franchisee shall pay to Franchisor continuing non-refundable royalty fees (the "Master Franchise Royalty Fees") in an amount equal to One and One-Half (1.5%) Percent of monthly Territory Gross Sales. The Master Franchise Royalty Fees shall be calculated on a monthly basis for each respective monthly Accounting Period. The Master Franchise Royalty Fee is on-going and is payable in cash and calculation of the on-going Master Franchise Royalty Fee shall be paid no less frequently than monthly (or based on such other Accounting Period designated by Franchisor) and shall be based on the Territory Gross Sales for the prior monthly Accounting Period. Master Franchisee's Master Franchise Royalty Fee payments will be paid monthly by ACH and/or electronic funds transfer, due on the Due Date.

5.4 TECHNOLOGY FEE

Throughout the Term of this Agreement, Master Franchisee shall pay to Franchisor continuing non-refundable technology fee (the "Technology Fee"). The Technology Fee shall be calculated on a monthly basis for each respective monthly Accounting Period and shall be based on the number of GH Business Territory Franchisees. The Technology Fee shall be calculated on a per GH Business Territory Franchisee basis in an amount of not less than $250 per GH Business Territory Franchisee in the Master Franchise Territory but not greater than $750 GH Business Territory Franchisee in the Master Franchise Territory. The Technology Fee is an administrative fee and is not connected to any specific services or products.

SECTION 6
MASTER FRANCHISEE TRAINING AND OPERATING ASSISTANCE

6.1 MASTER FRANCHISEE INITIAL TRAINING

Within ninety (90) days of the Effective Date of this Agreement, Franchisor shall provide Area Representative or, if Master Franchisee is a Corporate Entity, Master Franchisee's Owners with initial training in Franchisor's initial training program for Master Franchisees (the "Master Franchisee Initial Training Program") Master Franchisee and Master Franchisee's Owners, at Area Representative's sole cost and expense, must attend and complete, to the satisfaction of Franchisor, the Master Franchisee Initial Training Program and the Franchisee Initial Training Program.

The Master Franchisee Initial Training Program shall be structured, configured and established by Franchisor from time to time and may be structured by Franchisor so that it is offered and completed by Master Franchisee in various phases which may require participation in interactive webinar type sessions and on-site training at Franchisor's corporate offices. Franchisor will not charge Master Franchisee tuition or other fees in connection with the Master Franchisee Initial Training Program or the Franchisee Initial Training Program, however, Master Franchisee is responsible for all travel and living expenses associated with attending the training programs.

6.2 REPLACEMENT TRAINING

The Master Franchisee Initial Training Program will be made available to replacement or additional Owners and other management personnel of Master Franchisee that are approved by Franchisor. Franchisor reserves the right to charge a tuition or supplemental training fee in an amount payable in advance for such training. Master Franchisee will be required to pay a training fee of five hundred ($500) dollars

per day and Master Franchisee shall be responsible for all travel and living expenses incurred by Master Franchisee's personnel in connection with attendance at such training programs.

6.3 SEMINARS AND ON-GOING TRAINING

Periodically, Franchisor may, at Franchisor's election, present seminars, conventions, or continuing development programs for the benefit of the Master Franchisee. We may charge a fee for such training or programs. Master Franchisee or its Owners shall be required to attend any ongoing mandatory seminars, conferences, industry conventions, meetings, or programs as may be offered by Franchisor. If Master Franchisee fails to attend a mandatory seminar, convention, meeting, or program without obtaining Franchisor's prior written approval of the absence and fails to arrange for attendance at an alternate time, Master Franchisee shall be required to make up the missed program at a time and place designated by Franchisor and pay Franchisor a fee equal to Franchisor's then-current fee, as set forth in the Operations Manual or otherwise in writing. Franchisor shall give Master Franchisee at least sixty (60) days' prior written notice of any seminar, convention, or program deemed mandatory. Master Franchisee will be responsible for all travel and living expenses associated with attendance at any ongoing training program, seminar, convention or program. Master Franchisee will be required to pay Franchisor its then-current fee for attending any mandatory seminar or convention. Franchisor may preclude Franchisee from attending any seminar or convention if Franchisee is in default of this Agreement at the time of the seminar or convention, or if Franchisee has had two notices of default within 12 months prior to any seminar or convention.

6.4 FRANCHISOR'S OPERATING ASSISTANCE

From time to time and as determined by Franchisor in Franchisor's discretion, Franchisor may advise Master Franchisee of those applicable standards, procedures and System requirements in connection with Master Franchisee's operation of the Master Franchise Business. Operating assistance may, as determined by Franchisor, in Franchisor's sole discretion, may consist of:

(a) Establishing and communicating to Master Franchisee operating procedures, improvements to the System and modifications to the System in connection with the Master Franchisee's operation of the Master Franchise Business, the System Services and Products, and procedures to be utilized by Master Franchisee in connection with Master Franchisee's training of GH Business Territory Franchisees, and Master Franchisee's marketing and promotion of the Master Franchise Business;

(b) Upon the reasonable request of Master Franchisee, consultation by telephone regarding advice related to franchise sales, Franchisee support, and other required assistance. In providing assistance, Franchisor will be reasonably accessible during normal business hours by phone, fax, e-mail, or other means of communication reasonably determined by Franchisor. If Area Representative requests additional, special, on-premises training of its personnel or other assistance in operating its Master Franchise Business and if Franchisor, in Franchisor's sol discretion agrees to perform same, Master Franchisee agrees to pay for all expenses for that training or assistance, including any per diem costs assessed by Franchisor and any wages or compensation owed to, and travel and living expenses incurred by Franchisor's personnel. Franchisor shall have the right to charge Master Franchisee a fee, currently five hundred ($500) dollars per day, and, additionally, be reimbursed for all related expenses including travel, lodging, and meals, for any assistance or services requested by Master Franchisee and not specifically required to be performed by Franchisor under this Agreement. Master Franchisee understands and acknowledges that different Master Franchisees will require different levels of service and support and that Franchisor makes no warranties or guarantees that Master Franchisee will receive the same level of service and support as any other Master Franchisee;

(c) Establishing and communicating additional and/or modified System standards and requirements;

(d) Establishing and communicating franchise development standards;

(e) Establishing and communicating advertising and promotional programs and standards for use by Master Franchisee;

(f) Approving or disapproving of Master Franchisee's request to utilize marketing and promotion materials and media not previously authorized by Franchisor;

(g) Establishing and communicating administrative and general operating procedures for use by Master Franchisees;

(h) Establishing, updating, revising and communicating a list(s) of approved suppliers of products, supplies, equipment, software systems and marketing related services including, but not limited to the System Ingredients, Equipment and Supplies, as Franchisor deems appropriate and as may be otherwise designated by Franchisor in Franchisor's discretion;

(i) Establishing and communicating guidance to Master Franchisee in the form of the Operations Manual and as Franchisor, in Franchisor's sole discretion, deems appropriate in the form bulletins or other written materials, telephonic consultations and/or consultations at the offices of Franchisor; and

(j) Reviewing the FDD and franchise documents prepared by Master Franchisee and indicating whether or not Franchise approves of same and whether or not same comply with Franchisors standards and specifications.

6.5 OPERATIONS MANUAL

Franchisor shall loan to Master Franchisee during the term of the franchise one copy (in digital format or in print, as determined by Franchisor) of the Operations Manual. The Operations Manual contains mandatory and suggested specifications, standards and operating procedures that Franchisor prescribes for GH Businesses, the Master Franchise Business and information relative to other obligations of Master Franchisee. Master Franchisee must operate the Master Franchise Business in accordance with the specifications and requirements set forth in the Operations Manual and as same may be modified, supplemented and/or changed by Franchisor from time to time. Franchisor has the right to add to, and otherwise modify, the Operations Manual to reflect changes in the System. Master Franchisee must keep its copy of the Operations Manual current and in a secure location at the Master Franchisee Office. If the Operations Manual is provided to Master Franchisee in electronic format, Master Franchisee shall not permit third party access to the Operations Manual. The master copy of the Operations Manual that Franchisor maintains at Franchisor's principal office controls if there is a dispute relative to the contents of the Operations Manual. Master Franchisee shall have a reasonable period of time to implement the changes in the System required by changes to the Operations Manual. Franchisor shall give Master Franchisee written notice of the changes required and the period of time within which the changes must be implemented by Master Franchisee.

SECTION 7
MASTER FRANCHISEE'S RESTRICTIVE COVENANTS AND OBLIGATIONS

7.1 NECESSITY FOR RESTRICTIVE COVENANTS

Master Franchisee agrees that only through the course of entering into this Agreement is Master Franchisee and Master Franchisee's Owners being provided with access to the System, Franchisor's training, use of the Licensed Marks and access to the Operations Manual and Confidential Information. Master Franchisee agrees that competition by Master Franchisee, Owners and/or Spouses could jeopardize the entire System

and cause irreparable harm to Franchisor, GH Business Franchisees, and other Master Franchisees. Master Franchisee agrees to comply with the restrictive covenants set forth in this Section 7 and throughout this Agreement.

7.2 RESTRICTIVE COVENANTS: KNOW-HOW

Master Franchisee agrees that, at all times, Master Franchisee: (a) shall not use the Know-How in any business or capacity other than the operation of the Master Franchise Business pursuant to this Agreement or, if applicable, as may be authorized pursuant to the terms of a Territory Franchise Agreement between Franchisor and Master Franchisee; (b) shall maintain the confidentiality of the Know-how at all times; (c) shall not make unauthorized copies of documents containing any Know-How; (d) shall take all reasonable steps that Franchisor requires from time to time to prevent unauthorized use or disclosure of the Know-How; and (e) shall stop using the Know-How immediately upon the expiration, termination or Transfer of this Agreement unless doing so is otherwise authorized pursuant to the terms of a Territory Franchise Agreement between Franchisor and Master Franchisee. Master Franchisee agrees that the foregoing covenants and obligations shall also apply to: (a) Master Franchisee's Owners and Spouses and, as applicable, Master Franchisee's Owners and Spouses shall execute the Master Franchisee Owner and Spouse Guaranty, and (b) Master Franchisee's directors, officers, employees and agents where disclosure of the Know-How was necessary for the operations of the Master Franchise Business and where such director, officer, employee and/or agent previously executed and delivered to Franchisor the Confidentiality Agreement.

7.3 RESTRICTIVE COVENANTS: CONFIDENTIAL INFORMATION

Master Franchisee agrees that, at all times, Master Franchisee: (a) shall not use the Confidential Information in any business or capacity other than the Master Franchise Business operated by Master Franchisee or, if applicable, as may be authorized pursuant to the terms of a Territory Franchise Agreement between Franchisor and Master Franchisee; (b) shall maintain the confidentiality of the Confidential Information at all times; (c) shall not make unauthorized copies of documents containing any Confidential Information; (d) shall take such reasonable steps as Franchisor may ask of Master Franchisee from time to time to prevent unauthorized use or disclosure of the Confidential Information; and (e) shall stop using the Confidential Information immediately upon the expiration, termination or Transfer of this Agreement unless doing so is otherwise authorized pursuant to the terms of a Territory Franchise Agreement between Franchisor and Master Franchisee. Master Franchisee agrees that the foregoing covenants and obligations shall also apply to: (a) Master Franchisee's Owners and Spouses and, as applicable, Master Franchisee's Owners and Spouses Master Franchisee's Owners and Spouses shall execute the Master Franchisee Owner and Spouse Guaranty, and (b) Master Franchisee's directors, officers, employees and agents where disclosure of the Confidential Information was necessary for the operations of the Master Franchise Business and where such director, officer, employee and/or agent previously executed and delivered to Franchisor the Confidentiality Agreement.

7.4 RESTRICTIVE COVENANTS: UNFAIR COMPETITION AND IN-TERM NON-COMPETITION OBLIGATIONS

Master Franchisee agrees that during the Term of this Agreement, Master Franchisee will not engage in the following activities (the "Prohibited Activities"): (a) owning and/or having any legal or equitable interest (whether as an individual proprietor, owner, partner, member or shareholder of a Corporate Entity, or in any similar capacity) in a Competitive Business (other than owning an interest of three percent (3%) or less in a publicly traded company that is a Competitive Business); (b) operating, managing, funding and/or performing services (whether as an employee, officer, director, manager, consultant, representative, agent, and/or creditor or in any similar capacity) for a Competitive Business; (c) diverting or attempting to divert any business or customers from Franchisor (or one of Franchisor's affiliates or franchisees); and/or (d) inducing (i) any of Franchisor's employees or managers (or those of Franchisor's affiliates or franchisees) to leave their position with Franchisor, or (ii) any customer, franchisee, or prospective franchisee of

Franchisor (or of one of Franchisor's affiliates or franchisees) or of Master Franchisee to any other person business or franchise system other than that of a GH Business and/or GH Master Franchise Business. Master Franchisee agrees that if Master Franchisee were to engage in the Prohibited Activities that such actions would be unfair, would constitute unfair competition and would cause harm to Franchisor, the System and other GH Business Master Franchisees. Master Franchisee agrees that the foregoing covenants and obligations shall also apply to Master Franchisee's Owners and Spouses and that Master Franchisee's Owners and Spouses and, as applicable, Master Franchisee's Owners and Spouses shall each execute the Master Franchisee Owner and Spouse Guaranty.

7.5 RESTRICTIVE COVENANTS: UNFAIR COMPETITION AND POST-TERMINATION NON-COMPETITION OBLIGATIONS

Master Franchisee agrees that during the Post-Term Restricted Period, Master Franchisee will not engage in any Prohibited Activities. If Master Franchisee is engaged in any Prohibited Activities during the Post-Term Restricted Period, Master Franchisee agrees that the Post-Term Restricted Period will be extended by the period of time during which Master Franchisee was/were engaging in the Prohibited Activity (any such extension of time will not be construed as a waiver of Master Franchisee's breach or otherwise impair any of Franchisor's rights or remedies relating to Master Franchisee's breach). Master Franchisee acknowledges and agrees that the foregoing covenants and obligations shall also apply to Master Franchisee's Owners and Spouses and that Master Franchisee's Owners and Spouses shall each execute and deliver to Franchisor the Master Franchisee Owner and Spouse Agreement and Guaranty. Master Franchisee agrees that this restriction is fair and reasonable and that if Master Franchisee did engage in a Prohibited Activity that such actions would constitute acts of unfair competition and will irreparably harm Franchisor and the System.

7.6 IMMEDIATE FAMILY MEMBERS.

Master Franchisee agrees that should Master Franchisee circumvent the restrictive covenants and obligations due to Franchisor under this Section 7.6 by disclosing Confidential Information and/or Know-how to an immediate family member (*i.e.*, parent, sibling, child, grandchild or spouse that does not sign the Master Franchisee Owner and Spouse Guaranty) that Franchisor will and the System will be irreparably harmed. Master Franchisee agrees that if Master Franchisee or one of Master Franchisee's Owners did disclose the Know-how to an immediate family member and the immediate family member of Master Franchisee or an Owner used the Confidential Information or Know-How to engage in activities that, for Master Franchisee, qualify as Prohibited Activities as defined above, that Franchisor and the System will be irreparably harmed. Master Franchisee agrees that as between Master Franchisee and Franchisor that Master Franchisee and Master Franchisee's Owners are in a better position to know if Master Franchisee permitted and/or provided an immediate family member with access to the Confidential Information and/or Know-How. Therefore, Master Franchisee agrees that Master Franchisee will be presumed to have violated the terms of this Agreement and, in particular, the restrictive covenants and obligations set forth in this Section 7.6 if any member of Master Franchisee's or an Owners Immediate Family or the immediate family of an Owner (a) engages in any Prohibited Activities during any period of time during which Master Franchisee is prohibited from engaging in the Prohibited Activities or (b) uses or discloses the Confidential Information and/or Know-how. However, Master Franchisee may rebut this presumption by providing evidence conclusively demonstrating that neither Master Franchisee nor Master Franchisee's Owner(s) did not disclose the Confidential Information and Know-How and did not permit disclosure of the Confidential Information or Know-How to the family member of Master Franchisee or Master Franchisee's Owners. Master Franchisee acknowledges and agrees that the foregoing covenants, obligations, representations and burden of proof shall also apply to Master Franchisee's Owners and Spouses and that Master Franchisee's Owners and Spouses shall each execute and deliver to Franchisor the Master Franchisee Owner and Spouse Agreement and Guaranty.

7.7 REASONABLENESS OF RESTRICTIVE COVENANTS AND OBLIGATIONS

Master Franchisee agrees that: (a) the terms and provisions of Section 7 are reasonable both in time and in scope of geographic area; and (b) Master Franchisee has sufficient resources and business experience and

opportunities to earn an adequate living while complying with the terms and provisions of Section 7. **Master Franchisee hereby waives any right to challenge the terms and provisions of Section 7 as being overly broad, unreasonable or otherwise unenforceable.** Although Master Franchisee and Franchisor both believe that the restrictive covenants and obligations of Section 7 to be reasonable in terms of scope, duration and geographic area, Franchisor may at any time unilaterally modify the terms of Section 7 (provided that such modification is in writing and signed by Franchisor) by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, shortening the duration of the Post-Term Restricted Period, reducing the geographic scope of the Restricted Territory and/or reducing the scope of any other covenant imposed upon Master Franchisee under Section 7 to ensure that the terms and covenants are enforceable under applicable law.

7.8 BREACH OF RESTRICTIVE COVENANTS AND OBLIGATIONS

Master Franchisee agrees that Master Franchisee's failure and/or Master Franchisee's Owner(s) failure to comply with the restrictive covenants and obligations set forth in this Section 7 will cause irreparable harm to Franchisor and/or other GH Business Franchisees for which there is no adequate remedy at law. Therefore, Master Franchisee agrees that any violation of these Section 7 covenants and obligations by either Master Franchisee and/or any Owner(s) will entitle Franchisor to injunctive relief. Master Franchisee agrees that Franchisor may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of Master Franchisee, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the Master Franchisee and Franchisor agree that the amount of the bond shall not exceed $1,000. Franchisor's remedies under this Section 7.8 are not exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages.

SECTION 8
LICENSED MARKS, SYSTEM AND INNOVATIONS TO SYSTEM

8.1 OWNERSHIP AND GOODWILL

Master Franchisee agrees that Franchisor is the owner of all right, title and interest in and to the Licensed Marks, the System, Published Content, Digital Media and the goodwill associated with the Licensed Marks and the System. Except as otherwise specifically provided in this Agreement, Master Franchisee agrees that Master Franchisee possesses no interest or right, whatsoever, in or to the Licensed Marks, the System, Digital Media, Published Content and the goodwill associated with the Licensed Marks and the System. Master Franchisee's right to use the Licensed Marks and the System is derived solely from this Agreement. Any unauthorized use of the Licensed Marks and/or the System by Master Franchisee or any of Master Franchisee's affiliates shall constitute an infringement of the rights of Franchisor in and to the Licensed Marks and/or the System. Master Franchisee agrees that all usage of the Licensed Marks and/or the System by Master Franchisee, and all goodwill associated with the Licensed Marks and System, shall exclusively benefit Franchisor without granting any goodwill interests or rights to Master Franchisee except for Master Franchisee's non-exclusive interest and limited right to use the Licensed Marks and the System in the operation of the Master Franchise Business, subject to the terms and conditions of this Agreement. Master Franchisee shall not, at any time during the Term or after the expiration, termination or Transfer of this Agreement, contest the validity or ownership of the Licensed Marks, the System, Digital Media, Published Content, and/or the goodwill associated with the Licensed Marks and the System, and at no time shall Master Franchisee assist any other person in contesting the validity or ownership of the Licensed Marks, the System, Digital Media, Published Content, and/or the goodwill associated with the Licensed Marks and the System. Master Franchisee and each Owner shall not take any action that prejudices or interferes with the validity of Franchisor's rights with respect to Licensed Marks, the System, Digital Media, Published Content, and/or the goodwill associated with the Licensed Marks and the System.

8.2 USE OF THE LICENSED MARKS

Master Franchisee agrees that Master Franchisee's use of the Licensed Marks and System shall be limited to Master Franchisee's operation of the Master Franchise Business in accordance with the terms of this Agreement, in accordance with the standards and specifications set forth in the Operations Manual and/or otherwise as may be otherwise established by Franchisor from time-to-time and in Franchisor's sole discretion. Master Franchisee shall not use the Licensed Marks as part of its corporate or other legal name, and Master Franchisee shall not use the Licensed Marks with modifying words, terms, designs, or symbols, or in any modified form. Master Franchisee shall comply with Franchisor's instructions in filing and maintaining their requisite trade name or fictitious name registrations as may be required by applicable law.

8.3 NOTIFICATION OF INFRINGEMENT AND CLAIMS

Master Franchisee must notify Franchisor immediately in writing of any apparent infringement of, or challenge to, Master Franchisee's use of any Licensed Mark and/or the System or of any claim by any person claiming any rights in any manner with respect to the Licensed Mark, the System, or any similar trade name, trademark or service mark of which Master Franchisee becomes aware. Master Franchisee must not communicate with any person other than Franchisor and Franchisor's counsel in connection with any infringement, challenge, or claim by any third party to the Licensed Marks and/or the System. Franchisor and/or Franchisor's licensor shall possess sole and complete discretion, in Franchisor's Reasonable Business Judgment, to take any action and/or to refrain from taking action, Franchisor and/or Franchisor's licensor deems appropriate, including, without limitation, the right to exclusively control any litigation or administrative proceeding arising out of, or relating to, any infringement, challenge, claim or otherwise relating to any Licensed Mark and/or the System. Master Franchisee agrees to execute all documents, render assistance, and take all actions as may be necessary or advisable to protect and maintain the interests of Franchisor and/or Franchisor's licensor in any litigation or administrative proceeding or to otherwise protect and maintain, as directed by Franchisor, the interests of Franchisor and/or Franchisor's licensor in the Licensed Marks. Franchisor will reimburse Master Franchisee for reasonable direct expenses incurred by Master Franchisee in assisting Franchisor in any such litigation or administrative proceeding provided Master Franchisee timely notifies Franchisor of such litigation or administrative proceeding, and Master Franchisee complies with the written instructions of Franchisor respecting any such litigation or administrative proceeding.

8.4 DISCONTINUANCE OF USE OF LICENSED MARKS

Master Franchisee acknowledges and agrees that at any time should Franchisor determine, in Franchisor's sole discretion and based on Franchisor's Reasonable Business Judgment, that it is advisable for Franchisor, the System, and/or Master Franchisee to replace, modify, substitute, and/or discontinue use of any of Licensed Marks, then Master Franchisee shall comply with Franchisor's determination and instructions as to the replacement, modification, substitution, and/or discontinuance of such Licensed Mark(s). Master Franchisee shall comply within the foregoing requirements within a reasonable time period after notice by Franchisor. If Master Franchisee is required to take action pursuant to instruction by Franchisor pursuant to this Section 8.4 or, if Master Franchisee is otherwise required to replace, modify, substitute, and/or discontinue use of any of Licensed Marks, the sole liability and obligation of Franchisor to Master Franchisee shall be to reimburse Master Franchisee for the reasonable and direct costs incurred by Master Franchisee in complying with this obligation, which Master Franchisee shall document to the satisfaction of Franchisor. Franchisor maintains the exclusive right, in Franchisor's Reasonable Business Judgment, to, in whole or in part, replace, modify, substitute and/or discontinue any and all features and/or components of the Licensed Marks and/or the System at any time.

8.5 OWNERSHIP OF INNOVATIONS, IMPROVEMENTS AND CUSTOMER INFORMATION

Master Franchisee agrees that with regard to the Master Franchise Business all customer lists, prospective franchisee lists, franchisee lists and their contents and information represent Confidential Information and constitute an asset of Franchisor whether or not such information was supplied by Franchisor. During the Term of this Agreement and in connection with the development, establishment, marketing, promotion and

operation of the Master Franchise Business, Master Franchisee shall disclose to Franchisor all of Master Franchisee's ideas, concepts, methods and products conceived or developed by Master Franchisee and Master Franchisee's affiliates, Owners, agents, and employees relating to the development and operation of GH Businesses. Master Franchisee hereby assigns to Franchisor and Master Franchisee agrees to procure from Master Franchisee's Owners, affiliates and employees assignment of any such ideas, concepts, recipes, methods, and products that Master Franchisee is required to disclose to Franchisor under this Section 8.5 Franchisor shall have no obligation to make any payments to Master Franchisee or Master Franchisee's Owners, affiliates or employees with respect to any such idea, concept, method, technique or product. Master Franchisee agrees that Master Franchisee will not use nor will Master Franchisee allow any other person or entity to use any such concept, method or product without obtaining Franchisor's prior written approval.

SECTION 9
OPERATING STANDARDS

9.1 OPERATING STANDARDS
Master Franchisee shall give prompt, courteous, and efficient Master Franchisee Services and shall, in all dealings with such GH Business Territory Franchisees, prospective GH Business Territory Franchisees, prospective franchisees, and the public, adhere to the highest standards of honesty, integrity, fair dealing, and ethical conduct. Without limitation to the foregoing, at all times, Master Franchisee shall adhere to the standards established by Franchisor from time-to-time and communicated by Franchisor to Master Franchisee.

9.2 COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES
Master Franchisee shall secure and maintain in force all required licenses, permits, and certificates relating to the Master Franchise Business. Master Franchisee acknowledges being advised that many jurisdictions have enacted laws, rules and/or regulations governing and/or regulating the sale of franchises and relationships with franchisees including, but not limited to, laws, rules and regulations related to FDD disclosures, FDD registrations, renewals and updates, business opportunity disclosures, filings and requirements and franchisee relationships. Master Franchisee, at Master Franchisee's sole cost and expense shall comply with, all such laws, rules and regulations as they relate to the Master Franchise Business and, among other things, Master Franchisee shall only use such form of FDDs and any other legal documents that Franchisor, in writing, has approved for use by Master Franchisee. Master Franchisee agrees to comply with all applicable laws pertaining to the privacy of customer, employee, and transactional information ("Privacy Laws"). If there is a conflict between Franchisor's standards and policies, if any, pertaining to Privacy Laws and actual applicable law, Master Franchisee will: (a) comply with the requirements of applicable law; (b) immediately give Franchisor written notice of said conflict and/or the lack of required policies and procedures; and (c) promptly and fully cooperate with Franchisor and Franchisor's counsel in determining the most effective way, if any, to satisfy the applicable Privacy Laws. Master Franchisee agrees not to publish, disseminate, implement, revise, or rescind a data privacy policy without Franchisor's prior written consent as to said policy.

9.3 ACCURACY OF INFORMATION
Before Master Franchisee engages in the operations of the Master Franchise Business and at all times thereafter, Master Franchisee shall independently evaluate and review Franchisor's designated criteria and specifications for the FDD, if any, and required franchise agreements and shall immediately notify Franchisor as to any inaccuracies and/or required updates and modifications. Notwithstanding the foregoing, subject to Franchisor's approval, Master Franchisee is solely responsible for issuing and maintaining a compliant FDD. Master Franchisee agrees that Franchisors approval of Master Franchisee's FDD for the offer and sale of GH Businesses is in no way a certification as to compliance with federal and/or state franchise laws, rules and/or regulations but that Franchisor does not object to same.

9.4 NO FINANCIAL PERFORMANCE REPRESENTATIONS
Under no circumstance shall Master Franchisee provide a prospective GH Business Territory Franchisee, a prospective GH Business Franchisee, or the public with a Financial Performance Representation. Master Franchisee cannot and shall not provide any information that constitutes a Financial Performance Representation to anyone. If Master Franchisee elects to do same then the Financial Performance Representation must be prepared by a certified public accountant, reviewed and approved by a franchise lawyer and then submitted for approval. Franchisor's approval of same in no way constitutes a representation and/or warranty on the part of Franchisor.

9.5 NOTIFICATION OF LITIGATION
Master Franchisee shall notify Franchisor in writing within three days of the commencement of any action, suit, arbitration, proceeding, or investigation, and of the issuance of any order, writ, injunction, award, or decree by any court, agency, or other governmental instrumentality that names Master Franchisee or Master Franchisee's Owners, or otherwise concerning the operation or financial condition of Master Franchisee, the Master Franchise Business, or any GH Business Territory Franchisee.

9.6 OWNERSHIP AND MANAGEMENT
At all times, the Master Franchise Business shall be operated under the direct day-to-day supervision of Master Franchisee or, if Master Franchisee is a Corporate Entity, Master Franchisee's Managing Owner as designated and identified in Schedule 3 to this Agreement. Master Franchisee represents that the Statement of Master Franchisees Owners attached to this Agreement as Schedule 3, is true, complete, and accurate. Master Franchisee shall promptly provide Franchisor with written notification if the information in the statement of ownership changes at any time during the Term of this Agreement, and shall comply with the applicable transfer provisions contained in Section 10 of this Agreement.

9.7 NO CONFLICTS OF INTEREST AND CONTINUED PERFORMANCE BY MASTER FRANCHISEE
Master Franchisee shall at all times faithfully, honestly, and diligently perform its obligations under this Agreement and Master Franchisee shall continuously and, in good faith and using its best efforts, offer and provide the Master Franchisee Services. Other than the Master Franchise Business, Master Franchisee shall not engage in any other business or other activity, directly or indirectly, except, as applicable, to the ownership and operation of a GH Business franchise. Under no circumstance shall Master Franchisee Abandon the Master Franchise Business.

9.8 INSURANCE
At all times during the Term of this Agreement, Master Franchisee, at Master Franchisee's sole cost and expense, shall maintain in full force and effect insurance for the Master Franchise Business of the types, in the amounts, and under such terms and conditions as Franchisor may periodically reasonably prescribe in the Operations Manual or otherwise in writing. All of insurance policies shall name Franchisor, its affiliates, and its designees as additional insureds, contain a waiver of the insurance company's right of subrogation against Franchisor, and provide that Franchisor will receive thirty (30) days' prior written notice of termination, expiration, or cancellation of any such policy. Franchisor reserves the right to require Master Franchisee to participate in Franchisor's Group Errors and Omissions insurance policy, if Franchisor maintains such a policy, and to require Master Franchisee to pay its pro rata share of such insurance coverage. In the event Master Franchisee fails to secure insurance as proscribed by Franchisor, and does not cure same within a forty-eight (48) hour period following notice, Master Franchisee shall be in default and Franchisor may immediately terminate this Agreement. Master Franchisee shall provide proof of insurance to Franchisor prior to commencement of operations of the Master Franchise Business and as otherwise requested by Franchisor.

9.9 ADVERTISING AND MARKETING MATERIALS
Prior to utilizing any advertising or marketing materials including, but not limited to, print media and Digital Media, Master Franchisee must submit all materials to Franchisor for approval. Franchisor Franchisor's

discretion, may disapprove of advertising and marketing materials submitted by Master Franchisee. Master Franchisee acknowledges and understands that certain states and state franchise regulators require the filing of franchise sales advertising materials with the appropriate state agency within prescribed time frames prior to dissemination to prospective franchisees. Master Franchisee shall independently evaluate all state franchise laws, rules and regulations and Master Franchisee, at Master Franchisee's sole cost and expense, shall fully and timely comply with the filing requirements as to all advertising and marketing materials. Franchisor may charge Master Franchisee for the costs incurred by Franchisor in developing and/or printing advertising and marketing materials supplied by Franchisor to Master Franchisee at Master Franchisee's request, or for expenses incurred by Franchisor to file Master Franchisee's proposed advertising material with the appropriate state authority.

9.10 ACCOUNTING, BOOKKEEPING AND RECORDS

Master Franchisee shall maintain at the Master Franchisee Office all original invoices, receipts, checks, contracts, licenses, acknowledgement of receipt forms, and bookkeeping, GH Business Territory Franchisee and prospective GH Business Territory Franchisee records as Franchisor may periodically require. Without limitation to and as a supplement to the audited financial statement requirements set forth in Section 3.11 of this Agreement, Master Franchisee shall furnish to Franchisor, within ninety (90) days after the end of Master Franchisee's fiscal year, a balance sheet, a statement of shareholders equity, a profit and loss statement and a statement of cash flow for Master Franchisee's prior fiscal year which should end on December 31st. Franchisor possesses the right, at Franchisor's discretion to require that the foregoing financial statements, at the expense of Master Franchisee, be audited by a certified public accountant who issues an audit report and auditor's consent. Additionally, upon request of Franchisor, within ten days after such returns are filed, exact copies of federal and state income, sales, and any other tax returns and such other forms, records, books, and other information as Franchisor may periodically require regarding the Master Franchise Business shall be furnished to Franchisor. Master Franchisee shall maintain all records and reports of the Master Franchise Business conducted pursuant to this Agreement for at least three years after the date of termination or expiration of this Agreement.

9.11 REPORTS

Master Franchisee shall, as often as required by Franchisor, deliver to Franchisor a written report of the Master Franchise Business activities during such period as requested by Franchisor and in such form and in such detail as Franchisor may periodically specify related to the Master Franchise Business and/or the Master Franchisee Services, prospective GH Business Territory Franchisees, and GH Business Territory Franchisees.

9.12 COMPUTERS AND BUSINESS MANAGEMENT

Master Franchisee, at its expense, shall purchase or lease, and thereafter maintain, such computer and telecommunication hardware, software, firmware, required dedicated telephone and power lines, modem(s), printer(s), and other computer-related accessories or peripheral equipment as Franchisor specifies in the Operations Manual or otherwise in writing. Master Franchisee, at Master Franchisee's sole cost and expense, shall license and utilize the Business Management System as directed by Franchisor and shall grand to Franchisor direct and independent access to the Business Management System utilized by Master Franchisee and the Business Management System Data.

9.13 INSPECTIONS AND AUDITS BY FRANCHISOR

To determine whether Master Franchisee is complying with this Agreement, Franchisor or its designee shall have the right at any time during normal business hours, and within fourty-eight (48) hours' prior notice to Master Franchisee, to enter the Master Franchisee Office, any location in which Master Franchisee is then keeping its business records, and inspect, and audit, the Area Representative Business records, bookkeeping and accounting records, invoices, payroll records, time cards, check stubs, bank deposits, receipts, sales tax records and returns, and other business records and documents of the Master Franchise Business. Master Franchisee and its employees shall fully cooperate with representatives of Franchisor in making, conducting, supervising, or observing any such inspection or audit.

From the date of this Agreement until three years after the end of the Term of this Agreement, Franchisor or Franchisor's authorized agent shall have the right to request, receive, inspect, and audit any of the records concerning all financial, marketing, and other operating aspects of the Master Franchise Business conducted under this Agreement, wherever they may be located. Franchisor agrees to do inspections and audits at reasonable times. Master Franchisee agrees to keep all records and reports for seven years from the date such records are created.

SECTION 10
TRANSFER OF INTEREST

10.1 BY THE FRANCHISOR

At all times, Franchisor possesses and maintains the sole and absolute right to Transfer and/or assign Franchisor's rights and obligations under this Agreement, in whole and/or in part (for any purpose and in any form of transaction as may be designated and/or elected by Franchisor, in Franchisor's sole discretion) to any person, entity, Corporate Entity and/or third-party without the consent of Master Franchisee and without the approval of Master Franchisee. Nothing contained in this Agreement shall prevent, prohibit, restrict, hinder, enjoin or otherwise restrain Franchisor from selling, transferring, conveying, or assigning this Agreement and/or Franchisor's rights and obligations under this Agreement to any person, entity, Corporate Entity or other third party. Franchisor has an unrestricted and unequivocal right to Transfer and/or assign its rights or obligations under this Agreement in whole or in part, at Franchisor's sole and absolute discretion. In the event Franchisor Transfers and/or assigns this Agreement and/or any or all of Franchisor's rights and obligations set forth in this Agreement to a person, an entity, Corporate Entity, or other third party, this Agreement shall survive, remain in full force and effect, and inure to the benefit of the purchaser, transferee, conveyee, and/or assignee of this Agreement.

10.2 MASTER FRANCHISEE MAY NOT TRANSFER WITHOUT FRANCHISOR APPROVAL

Master Franchisee agrees, and, Master Franchisee represents and warrants that Master Franchisee's Owners understand and agree, that the rights and duties set forth in this Agreement are personal to Master Franchisee and each Owner. Therefore, Master Franchisee agrees that:

(a) No ownership interest of any Owner in Master Franchisee may be Transferred without the prior written consent of Franchisor;

(b) No obligations, rights or interest of Master Franchisee in (i) this Agreement, (ii) the Master Franchise Business, or (ii) all or substantially all of the assets of the Master Franchise Business may be Transferred without the prior written consent of Franchisor;

(c) Without limitation to the foregoing, any Transfer by Master Franchisee respecting and/or relating to this Agreement and/or the Master Franchise Business and/or assets associated with the Master Franchise Business will require the prior written consent of Franchisor where such Transfer occurs by virtue of: (i) divorce or legal dissolution of marriage; (ii) insolvency; (iii) dissolution of a Corporate Entity; (iv) last will and testament; (v) intestate succession; or (vi) declaration of, or transfer in trust;

(d) Any purported Transfer without the written consent of Franchisor, or otherwise in violation of this Agreement including, but not limited to this Section 10.2. shall constitute a breach of this Agreement and shall convey to the transferee no rights or interests in this Agreement; and

(e) In the event of a Transfer of this Agreement that is approved by Franchisor, Master Franchisee shall not be relieved of Master Franchisee's obligations under this Agreement whether said obligations accrued and/or arose prior to and/or after the date of Transfer.

10.3 CONDITIONS FOR APPROVAL OF TRANSFER

Franchisor, in Franchisor's discretion, may withhold Franchisor's approval of a Transfer by Master Franchisee or an Owner. Without limitation to the foregoing, if Franchisor approves of a Transfer and if Franchisor does not elect to exercise Franchisor's right of first refusal as set forth in Section 10.6 below, The proposed transferee (including such assignee's owner(s) and spouse(s) if the proposed transferee is a Corporate Entity) must be of good moral character, have sufficient business experience, aptitude and financial resources to own and operate the Master Franchise Business, have separately been approved for the ownership and operation of a GH Business within the Master Franchise Territory, have acquired and/or owns a GH Business within the Master Franchise Territory, and otherwise meet Franchisor's then applicable standards for Master Franchisees as determined by Franchisor in Franchisor's sole discretion. Furthermore, the proposed transferee and the proposed transferee's owners and spouses may not own or operate, or intend to own or operate, a Competitive Business. Master Franchisee agrees that Franchisor may condition approval of a Transfer upon Master Franchisee's satisfaction (either before, or contemporaneously with, the effective date of the Transfer) of the following:

(a) Master Franchisee must provide written notice to Franchisor of the proposed Transfer of this Agreement at least thirty (30) days prior to the Transfer, and Master Franchisee must have also satisfied the obligations set forth in Section 10.6 below;

(b) All accrued monetary obligations of Master Franchisee and all other outstanding obligations to Franchisor and/or Franchisor's affiliates under this Agreement and the Ancillary Agreements must be satisfied in a timely manner, and Master Franchisee must satisfy all trade, supplier, and vendor accounts and other debts, of whatever nature or kind, in a timely manner;

(c) Master Franchisee, each Owner, and each Spouse must not be in default or material breach of this Agreement or the Ancillary Agreements;

(d) The transferee shall be bound by all terms and conditions of this Agreement, and each owner of the transferee and their respective spouses shall personally execute the Master Franchisee Owner and Spouse Agreement and Guaranty in the form attached to this Agreement as Exhibit 1. Each owner of the transferee shall also be required to execute the Joinder Agreement in the form attached to this Agreement as Exhibit 2 and such further agreements designated by Franchisor whereby the proposed transferee assumes each and every obligation and responsibility of Master Franchisee as set forth in this Agreement;

(e) All obligations of Master Franchisee under this Agreement shall be assumed by the transferee, each individual owner of transferee, and their respective Owners and Spouses in a manner satisfactory to Franchisor;

(f) Master Franchisee, each Owner, and each Spouse must execute a general release in favor of Franchisor releasing Franchisor, Franchisor's affiliates and Franchisor's past and present officers, directors, shareholders, members, partners, agents, representatives, independent contractors, servants and employees, of any and all claims against Franchisor for any and all matters, claims, and causes of action, whether accrued or unaccrued, arising on, or before, the effective date of the Transfer;

(g) Master Franchisee, each Owner, and each Spouse shall remain liable for all obligations to Franchisor set forth in this Agreement;

(h) At the transferee's expense, the transferee, and the transferee's Owners must complete any training programs then in effect for master franchisees upon terms and conditions set forth in this Agreement or as Franchisor otherwise reasonably requires;

(i) Master Franchisee must pay the Transfer Fee to Franchisor;

(j) Transferee's employees, directors, officers, independent contractors, and agents who will have access to Confidential Information shall execute the Confidentiality Agreement attached to this Agreement as Exhibit 3;

(k) Master Franchisee and transferee acknowledge and agree that Franchisor's approval of the Transfer indicates only that the transferee meets, or Franchisor waived, the criteria established by Franchisor for master franchisees as of the time of such transfer, and Franchisor's approval thereof does not constitute a warranty or guaranty by Franchisor, express or implied, of the suitability of the terms of sale, successful operation, or profitability of the Master Franchise Business;

(l) Master Franchisee and transferee acknowledge and agree that Franchisor's approval of the Transfer at issue does not constitute Franchisor's approval of future or other Transfers or the waiver of the requirement that Franchisor must approve such future or other Transfers in accordance with this Agreement;

(m) The Transfer must be made in compliance with all applicable laws;

(n) The Transfer cannot occur within twenty-four (24) months of the Effective Date of this Agreement;

(o) The assignee must own and operate a GH Business within the Master Franchise Territory and in accordance with a Franchise Agreement with Franchisor; and

(p) Franchisor's consent to a Transfer of any interest that is subject to the restrictions of this Agreement shall not constitute a waiver of any claims it may have against Master Franchisee or deemed a waiver of Franchisor's right to demand strict and exact compliance with this Agreement by the transferee.

10.4 DEATH OR DISABILITY OF OWNER

Upon the death or permanent disability of Master Franchisee (if Master Franchisee is an individual and not a Corporate Entity) or the Managing Owner (if Master Franchisee is a Corporate Entity), the executor, administrator, conservator or other personal representative of that person, or the remaining shareholders, members or partners, must appoint an Owner or Managing Owner (as applicable) within a reasonable time, which shall not exceed thirty (30) days from the date of death or permanent disability. The appointed Owner or Managing Owner (as applicable) must serve and qualify as Managing Owner and attend and successfully complete the Master Franchisee Initial Training Program within ninety (90) days of the appointment. If Master Franchise Business is not being managed by a Franchisor approved Owner or Managing Owner (as applicable) within thirty (30) days after such death or permanent disability, Franchisor is authorized, but is not required, to immediately appoint a manager to maintain the operations of Master Franchise Business for, and on behalf of, Master Franchisee at Master Franchisee's sole costs until an approved assignee is able to assume the management and operation of Master Franchise Business. Franchisor's appointment of a manager for the Master Franchise Business does not relieve Master Franchisee of its obligations under this Agreement, including this Section 10.4 or constitute a waiver of Franchisor's right to terminate this Agreement pursuant to Section 12, below. At all times, including while the Master Franchisee's Business may be managed by Franchisor's appointed manager, Franchisor shall not be liable for any debts, losses, costs, or expenses incurred in the operations of Master Franchise Business or to any creditor of Master Franchisee. Franchisor has the right to charge a reasonable fee for such management services and may cease to provide management services at any time in Franchisor's sole discretion.

Upon the death of Master Franchisee or any Owner, the executor, administrator, conservator or other personal representative of that deceased person must transfer his or her interest to a person Franchisor approves within a reasonable time, not to exceed twelve (12) months from the date of death.

If Master Franchisee is an individual, then in the event of the death or permanent disability of Master Franchisee, this Agreement may be Transferred to any designated person, heir or beneficiary without the payment of the Transfer Fee. Notwithstanding the immediately foregoing sentence, the Transfer of this Agreement to such transferee of Master Franchisee shall be subject to the applicable terms and conditions of this Section 10, including Franchisor approval or disapproval of the Transfer in Franchisors discretion and, if approved by Franchisor the Transfer shall not be valid or effective until Franchisor has received the properly executed legal documents, which Franchisor's attorneys deem necessary to properly and legally document such Transfer of this Agreement. Furthermore, said transferee must agree to be unconditionally bound by the terms and conditions of this Agreement, personally guarantee the performance of Master Franchisee's obligations under this Agreement, and execute the Master Franchisee Owner and Spouse Agreement and Guaranty attached to this Agreement as Exhibit 1 and the Joinder Agreement attached to this Agreement as Exhibit 2.

10.5 TRANSFER TO WHOLLY OWNED CORPORATE ENTITY

In the event Master Franchisee is an individual/are individuals, this Agreement may be Transferred by Master Franchisee to a Corporate Entity (the "Assignee Corporate Entity"), provided that: (a) Master Franchisee has provided Franchisor with thirty (30) days prior written notice of the proposed Assignment of this Agreement; (b) Master Franchisee (individually, jointly and severally as to each individual Master Franchisee) shall sign and be bound, individually, by the Master Franchisee Owner and Spouse Agreement and Guaranty attached to this Agreement as Exhibit 1 and the Joinder Agreement attached to this Agreement as Exhibit 2; (c) the Spouse of each Master Franchisee (individually, jointly and severally as to each individual Spouse) shall sign and be bound by the Master Franchisee Owner and Spouse Agreement and Guaranty attached to this Agreement as Exhibit 1; (d) Master Franchisee has provided Franchisor with true and accurate copies of corporate formation documents related to the Assignee Corporate Entity and the ownership of the Assignee Corporate Entity and has further provided Franchisor with all additional documentation as Franchise may request concerning the proposed assignment and/or Assignee Corporate Entity; and (e) Master Franchisee is otherwise in compliance with the terms and conditions of this Agreement and any Ancillary Agreements. Master Franchisee acknowledges and agrees that an assignment to an Assignee Corporate Entity shall not relieve Master Franchisee of Master Franchisee's individual obligations under this Agreement as such obligations existed between Master Franchisee and Franchisor prior to the date of any assignment to the Assignee Corporate Entity.

10.6 FRANCHISOR'S RIGHT OF FIRST REFUSAL

If Master Franchisee or an Owner desires to engage, in whole or in part, in a Transfer of Master Franchisee, this Agreement, and/or the Master Franchise Business then Master Franchisee or such Owner (as applicable) must obtain a bona fide, signed written offer from the fully disclosed purchaser (the "Offer") and submit an exact copy of the Offer to Franchisor. Franchisor shall have thirty (30) days after receipt of the Offer to decide whether Franchisor will purchase the interest in Master Franchisee and/or the Master Franchise Business for the same price and upon the same terms contained in the Offer (however, Franchisor may substitute cash for any form of payment proposed in the Offer). If Franchisor notifies Master Franchisee that Franchisor intends to purchase the interest within said thirty (30) day period, Master Franchisee or Owner (as applicable) must sell the interest to Franchisor. Franchisor will have at least an additional sixty (60) days to prepare for closing. Franchisor shall be entitled to receive from Master Franchisee or Owner (as applicable) all customary representations and warranties given by Master Franchisee or Owner (as applicable) as the seller of the assets and/or the ownership interest or, at Franchisor's election, the representations and warranties contained in the offer. If Franchisor does not exercise its right of first refusal, Master Franchisee or Owner (as applicable) may complete the Transfer to the purchaser pursuant to and in accordance with the terms of the Offer, provided that separate and apart from this Section 10.6 right of first refusal, Master Franchisee complies with the terms of this Section 10. However, if the sale to the purchaser is not completed within one hundred twenty (120) days after delivery of the Offer to Franchisor, or there is a material change in the terms of the sale, Franchisor will again have the right of first refusal specified in this Section 10.6. Franchisor's right of first refusal in this Section 10.6

shall not apply to any Transfer pursuant to and in compliance with Section 10.5 of this Agreement.

SECTION 11
LIMITED RENEWAL OF PARTIAL MASTER FRANCHISEE RIGHTS

11.1 MASTER FRANCHISEE'S RENEWAL RIGHTS

Subject to Master Franchisee's satisfaction of the terms and conditions of this Section 11, for one Renewal Term, Master Franchisee possesses the option to renew Master Franchisee's obligations under this Agreement and certain rights of Master Franchisee under this Agreement, provided that:

(a) Master Franchisee has complied with and has satisfied all of the terms, provisions and conditions of this Agreement and Master Franchisee has not otherwise breached this Agreement at any time;

(b) At the time of renewal Master Franchisee owns and operates not less than one (1) Master Franchisee GH Business and is in full compliance with the terms and conditions of all Master Franchisee Franchise Agreements;

(c) Master Franchisee pays the Renewal Fee; and

(d) Master Franchisee complies with the terms and conditions of this Section 11.

11.2 RENEWAL NOTICE OBLIGATIONS

Master Franchisee must give Franchisor written notice of Master Franchisee's election to renew this Agreement not less than one hundred and eighty (180) days before the end of the Initial Term, *time is of the essence*. To be effective, Franchisor must acknowledge, in writing, Master Franchisee's renewal request and Franchisor's acknowledgement of Master Franchisee's satisfaction of the renewal requirements, including the requirements set forth in this Section 11.

11.3 ADDITIONAL DEVELOPMENT OBLIGATIONS

If Franchisor, in Franchisor's sole discretion, determines that the Master Franchise Territory is not fully developed then Franchisor may condition the renewal on this Agreement on Master Franchisees development of additional GH Business Territory Franchises within the Master Franchise Territory based on a development schedule developed and determined by Franchisor for the Renewal Term.

11.4 CONDITIONS FOR RENEWAL

In addition to the conditions and requirements stated above in this Section 11, each and every one of the following conditions and requirements must be satisfied by Master Franchisee before and at the time of renewal:

(a) Master Franchisee, each Owner and each Spouse (as applicable) must not be in material default of any provision of this Agreement, any amendment or successor agreement, and any Franchise Agreement; and Master Franchisee must have substantially and timely complied with all the terms and conditions of all agreements with Franchisor and Franchisor's affiliates;

(b) Master Franchisee must have timely satisfied all monetary obligations owed by Master Franchisee to Franchisor under this Agreement, Franchise Agreements, and all other agreements between Master Franchisee and any of Franchisor's affiliates;

(c) Based upon an assessment of Master Franchisee's needs conducted by Franchisor prior to renewal, Master Franchisee must undertake such additional training, if any, as necessary to comply

with Franchisor's then-current training requirements, including Initial Franchisee Training;

(d) Master Franchisee and the Owners must execute the general release in favor of Franchisor, Franchisor's affiliates and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, employees, successors and assigns from any and all claims, including, without limitation, claims arising under this Agreement under federal, state or local laws, rules, regulations, or orders. If precluded by law from giving a general release, Master Franchisee shall execute an estoppel statement; and

(e) Master Franchisee must agree to a new development schedule as determined by Franchisor, in Franchisor's sole discretion whereby Master Franchisee must sell and support a designated number of additional GH Business Territory Franchises in accordance with a development schedule determined by Franchisor.

SECTION 12
DEFAULTS AND REMEDIES

12.1 TERMINATION BY FRANCHISOR

(a) **Automatic Termination** Master Franchisee shall be in default of this Agreement, and Master Franchisee's rights under this Agreement shall be automatically and immediately terminated, without notice to Master Franchisee and without providing Master Franchisee any opportunity to cure, upon the occurrence of any one or more of the following actions, inactions, events, and/or circumstances:

(i) Master Franchisee becomes insolvent;

(ii) Master Franchisee makes a general assignment for the benefit of creditors or takes any other similar action for the protection or benefit of creditors;

(iii) Master Franchisee admits in writing Master Franchisee's inability to pay its debts as they mature;

(iv) Master Franchisee gives notice to any governmental body or agency of insolvency, pending insolvency, suspension of operations and/or pending suspension of operations;

(v) Master Franchisee files a voluntary petition in bankruptcy;

(vi) Master Franchisee is adjudicated bankrupt or insolvent;

(vii) An involuntary petition in bankruptcy is filed against Master Franchisee;

(viii) Master Franchisee files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or other similar relief under any applicable federal and/or state law relative to bankruptcy, insolvency or similar relief for debtors;

(ix) A court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Master Franchisee seeking any relief described in Section 12.1(a)(viii), and: (1) Master Franchisee acquiesces in the entry of such order, judgment or decree (the term "acquiesce" as used in this Section 12.1(a)(ix)shall include, without limitation, Master Franchisee's failure to file a petition or motion to vacate or discharge any order, judgment or decree within sixty (60) days after entry of such order, judgment or decree), or (2) such order, judgment or decree shall remain for an aggregate of sixty (60) days, whether or not consecutive, from the date of entry thereof;

(x) Master Franchisee seeks, consents to, or acquiesces in, the appointment of any trustee, receiver,

conservator, custodian or liquidator for Master Franchisee's business or any assets of Master Franchisee;

(xi) A bill in equity or other proceeding for the appointment of any trustee, receiver, conservator, custodian or liquidator of Master Franchisee for Master Franchisee's business or any assets of Master Franchisee is filed and Master Franchisee consents to same

(xii) A court of competent jurisdiction appoints or orders any trustee, receiver, conservator, custodian or liquidator for Master Franchisee's business or any assets of Master Franchisee and such appointment or order remains for an aggregate of sixty (60) days, whether or not consecutive, from the date of entry thereof;

(xiii) Master Franchisee initiates proceedings for a composition with creditors under any state or federal law or such a proceeding is initiated against Master Franchisee;

(xiv) This Agreement, or any of Master Franchisee's rights under this Agreement, is levied upon under any attachment or execution;

(xv) Execution is levied upon or against Master Franchisee's business or any assets of Master Franchisee;

(xvi) A final judgment against Master Franchisee remains of record or unsatisfied for thirty (30) days or more, unless an appeal and/or supersedeas bond is filed;

(xvii) Master Franchisee is dissolved;

(xviii) Upon termination by Franchisor pursuant to Section 12.1(b) of this Agreement; and/or

(xix) Upon termination by Franchisor pursuant to Section 12.1(c) of this Agreement.

(b) **Automatic Termination Upon Written Notice** Master Franchisee shall be in default of this Agreement and Master Franchisee's rights under this Agreement may be terminated by Franchisor, in Franchisor's sole discretion, upon written notice from Franchisor to Master Franchisee of any one of the following events and/or the occurrence of any one or more of the following actions, events and/or circumstances with such termination effective on the date of Franchisor's notice:

(i) Master Franchisee Abandons the Master Franchise Business and/or surrenders the Master Franchise Business;

(ii) Master Franchisee failing or refusing on more than three (3) occasions during the Initial Term or, if applicable, the Renewal Term, to timely submit to Franchisor any records, reports, videotapes, recordings, books, accounts, statements, data, documentation or other information in accordance with this Agreement;

(iii) Master Franchisee attempts to Transfer, or any purported Transfer of, this Agreement or any of Master Franchisee's rights under this Agreement to a third party without Franchisor's prior written consent and/or otherwise not in accordance with this Agreement;

(iv) Master Franchisee discloses, divulges, and/or communicates to any unauthorized person or entity the Operations Manual and/or any contents of, or any information contained in, the Operations Manual;

(v) Master Franchisee discloses, divulges, and/or communicates to any unauthorized person or entity any Confidential Information;

(vi) Master Franchisee fails or refuses on more than three (3) occasions to substantially comply with any of the requirements imposed by this Agreement or the Operations Manuals;

(vii) Master Franchisee materially breaches, or is in material default of, this Agreement or engaging in any other activity that injures, harms, damages, or otherwise has a material adverse effect on Franchisor, the System, the Licensed Marks, and/or GH Businesses;

(viii) Master Franchisee, an Owner, and/or a Spouse (as applicable) materially breaches, or is in material default of the Master Franchisee Owner and Spouse Agreement and Guaranty attached hereto as Exhibit 1 and/or the Joinder Agreement attached hereto as Exhibit 2;

(ix) Conviction of Master Franchisee and/or an Owner of a felony or Master Franchisee or an Owner pleading guilty or nolo contendere to a felony;

(x) Master Franchisee and/or an Owner engages in dishonest or unethical conduct that results, in Franchisor's reasonable judgment, in embarrassment to Franchisor and/or the System;

(xi) Master Franchisee and/or an Owner fails to comply with Anti-Terrorism Laws or become listed on the Annex to Executive Order 13244;

(xi) Master Franchisee fails to: (1) immediately notify Franchisor of any known breach of the Confidentiality Agreement by any person or entity; (2) immediately notify Franchisor of facts and information that would cause a reasonable person to believe that a person or entity violated the Confidentiality Agreement and/or is in the process of violating the Confidentiality Agreement; and/or (3) take reasonable steps (including notice to Franchisor and Master Franchisee's consultation with Master Franchisee's legal counsel) to prevent any person or entity from violating the terms of the Confidentiality Agreement;

(xiii) Master Franchisee misappropriates, misuses, or makes any unauthorized use of the Licensed Marks, the Confidential Information, and/or the System, Master Franchisee materially impairs the goodwill associated with the Licensed Marks, and/or Master Franchisee applies for registration of the Licensed Marks anywhere in the world;

(xiv) Master Franchisee and/or Master Franchisee's affiliate fails, refuses, and/or is unable to pay any payment, fee, financial obligation, and/or monetary obligation payable to Franchisor and/or Franchisor's Affiliates pursuant to this Agreement and/or any other agreement between or among Franchisor, Franchisor's Affiliate, Master Franchisee and/or Master Franchisee's affiliate within ten (10) calendar days following written notice of same from Franchisor and/or Franchisor's Affiliate;

(xv) Master Franchisee and/or a Master Franchisee Affiliate terminates the Franchise Agreement for any Master Franchisee GH Business or GH Business;

(xvi) Master Franchisee and/or a Master Franchisee Affiliate breaches the terms of a Franchise Agreement and, if such breach is capable of a cure, Master Franchisee and/or the Master Franchisee Affiliate fails to timely cure such breach;

(xvii) Master Franchisee and/or a Master Franchisee Affiliate breaches the terms of a Franchise

Agreement and, pursuant to the terms of such Franchise Agreement, is not capable of curing;

(xviii) Master Franchisee fails on three (3) or more separate occasions to: (i) submit when due financial statements, reports or other data, information or supporting records; (ii) to pay when due the Master Franchise Royalty Fees; (iii) to pay when due the Master Franchise Territory Fees; (iv) to pay when due amounts for purchases from Franchisor or its affiliates or other payments due to Franchisor, or amounts due to suppliers or vendors approved or designated by Franchisor; and/or (v) otherwise fails to comply with this Agreement, whether or not such failure to comply is corrected after notice is delivered to Franchisee; and/or

(xvix) Master Franchisees fails to timely meet and/or satisfy Master Franchisee's Development Period Quota Development Obligations and/or Master Franchisee's Development Quota and/or Development Schedule obligations as set forth in this Agreement including, but not limited to, Section 4 and Schedule 2 of this Agreement.

(c) **Termination After Cure Period** Master Franchisee shall be in default of this Agreement, and Master Franchisee's rights under this Agreement shall be terminated, upon thirty (30) calendar days written notice (specifying the default of this Agreement and/or the actions, inactions, failures, circumstances, and/or events that must be cured by Master Franchisee) to Master Franchisee (the "Notice Period") upon the occurrence of any one or more of the following actions, inactions, events, and/or circumstances with such termination effective upon expiration of the Notice Period, unless cured by Master Franchisee within the Notice Period:

(i) Master Franchisee fails or refuses to comply with any term or condition of this Agreement or any other agreement between or among Franchisor, Franchisor's Affiliates, Master Franchisee and/or Master Franchisee's affiliates;

(ii) Master Franchisee fails to develop, open, and/or operate the Master Franchise Business in accordance with this Agreement and throughout the Term;

(iii) Master Franchisee fails to develop, open and operate Master Franchisee's GH Business on or before the Scheduled Business Commencement Date;

(iv) Master Franchisee operates the Master Franchisee's Business in any manner that violates any federal, state, or local laws, rules, and regulations including, but not limited to, laws, rules and regulations governing the offer and/or sale of franchises within the Master Franchise Territory;

(v) Master Franchisee fails to maintain, or suffers cancellation of, any insurance policy required under this Agreement;

(vi) Master Franchisee fails or refuses to comply with any specification, standard or operating procedure designated by Franchisor or otherwise set forth in the Operations Manual; or

(vii) Master Franchisee breaches any term or provision of this Agreement and/or fails to comply with any term, condition, and/or obligations set forth in this Agreement.

(d) **Additional Termination Rights** Master Franchisee agrees that Master Franchisee's strict and exact compliance with and performance of all the terms and conditions of this Agreement is necessary for the protection of Franchisor, the System, the Licensed Marks, GH Businesses, and the goodwill, brand, and reputation associated therewith. Master Franchisee agrees that Master Franchisee's failure to strictly and exactly comply and perform in accordance with each of the terms and conditions of this Agreement shall constitute a default under, and a material breach of, this Agreement. Accordingly, in addition to the actions,

inactions, events, and/or circumstances specified as a default in Section 12.1(a), 12.1(b), and 12.1(c), above, or elsewhere in this Agreement, Master Franchisee's failure to perform and comply with each and every term and condition set forth in this Agreement shall constitute a default under this Agreement and a material breach of this Agreement. In the event of a default or material breach not otherwise specified as a default in Section 12.1(a), 12.1(b), and 12.1(c) above, or elsewhere in this Agreement (a "General Default"), then Franchisor shall notify Master Franchisee in writing of such General Default, and Franchisor will specify in such notice the default or material breach of this Agreement and/or the actions, inactions, failures, circumstances, and/or events that must be cured by Master Franchisee. If Master Franchisee fails to remedy or cure such default within thirty (30) days of such notice, or such longer period time as may be required by law, then Franchisor may terminate Master Franchisee's rights under this Agreement without further notice to Master Franchisee.

12.2 TERMINATION BY MASTER FRANCHISEE

If Master Franchisee, each Owners and Spouse (as applicable) are in full compliance with each and every term and provision of this Agreement, and Franchisor materially breaches Franchisor's substantive and material obligations set forth in this Agreement, Master Franchisee may terminate this Agreement in the event of the following: (a) Franchisor does not correct the material breach within thirty (30) days after Franchisor's receipt of Master Franchisee's written notice of such material breach to Franchisor; or (b) in a case where Franchisor's material breach cannot reasonably be cured within thirty (30) days, within thirty (30) days of Franchisor's receipt of Master Franchisee's written notice of Franchisor's material breach, Franchisor shall be provided a reasonable time period to cure such material breach provided that Franchisor provides reasonable evidence to Master Franchisee of Franchisor's current, continuing and/or planned efforts to correct the material breach within a reasonable time.

In either case, Master Franchisee's termination of this Agreement shall not take effect until, as applicable, expiration of the thirty (30) day period set forth above or such reasonable time period as necessary to cure the material breach, and Master Franchisee delivers to Franchisor a separate written notice of termination. The termination date must be at least ten (10) days after Franchisor's receipt of Master Franchisee's notice of termination. Master Franchisee's termination of this Agreement for any reason other than in compliance with this Section 12.2 shall not constitute the termination of this Agreement and shall constitute a material breach of this Agreement by Master Franchisee.

To induce Franchisor to enter into this Agreement Master Franchisee, each Owner and each Spouse agree that if Master Franchisee terminates this Agreement pursuant to this Section 12.2 that Master Franchisee, each Owner and each Spouse shall nevertheless comply with and be bound by all restrictions and the post-term obligations set forth in Section 7 of this Agreement.

12.3 FRANCHISOR'S OTHER REMEDIES

In the event of Master Franchisee's breach of any provision of this Agreement or Master Franchisees default under this Agreement, Franchisor, at Franchisor's sole discretion, shall be entitled to the following remedies and rights in addition to any other rights and remedies available to Franchisor set forth in this Agreement, at law, or in equity: (a) void and terminate this Agreement, and market, sell, transfer, convey and assign the rights granted to Master Franchisee under this Agreement to any other person or entity at Franchisor's discretion; (b) hold Master Franchisee liable for, and recover from Master Franchisee, all costs (including court costs, deposition costs, and all other costs of litigation), damages (subject to the limitations set forth in Section 14.10 below), losses, interest, fees (including, without limitation, reasonable attorney fees, accountant fees, expert witness fees, and consultant fees), expenses, and charges resulting from Master Franchisee's default or material breach; (c) exercise all legal and equitable rights and remedies allowable by applicable law; (d) recover from Master Franchisee all costs (including court costs, deposition costs, and all other costs of litigation), damages (subject to the limitations set forth in Section 14.10 below), losses (including loss of royalties and loss of business), interest, fees (including, without limitation, reasonable attorney fees, accountant fees, expert witness fees, and consultant fees), expenses, and charges to reclaim

the rights granted to Master Franchisee under this Agreement, and marketing, selling, transferring, conveying or assigning those rights to another person or entity; (e) enjoin, prohibit or otherwise prevent Master Franchisee from operating the Master Franchise Business or exercising any rights granted to Master Franchisee under this Agreement pursuant to a court ordered restraining order, injunction or other means; (f) recover from Master Franchisee all costs (including court costs, deposition costs, and all other costs of litigation), damages (subject to the limitations set forth in Section 14.10 below), losses (including loss of royalties and loss of business), interest, fees (including, without limitation, reasonable attorney fees, accountant fees, expert witness fees, and consultant fees), expenses and charges resulting from, or associated with, enjoining, restraining, prohibiting, or otherwise preventing Master Franchisee from operating Master Franchise Business or exercising any rights granted to Master Franchisee under this Agreement pursuant to a court ordered restraining order, injunction or other means; (g) a declaratory judgment that this Agreement and all rights granted to Master Franchisee under this Agreement are terminated, null and void; and (h) recover from Master Franchisee all payments, fees, monetary obligations, financial obligations, interest, and charges due and owing to Franchisor from Master Franchisee pursuant to this Agreement. Franchisor's such rights and remedies are cumulative, and no exercise or enforcement by Franchisor of any such right or remedy precludes the exercise or enforcement by Franchisor of any other right or remedy which Franchisor is entitled by law to enforce.

12.4 GUARANTY

The payment of all payments, amounts, fees, charges and other financial obligations payable by Master Franchisee to Franchisor pursuant to this Agreement, and Master Franchisee's observance and performance of all terms and conditions of this Agreement, are guaranteed, if applicable, pursuant to The Master Franchisee Owner and Spouse Agreement and Guaranty attached to this Agreement as Exhibit 1.

12.5 NOTICE OF LEGAL PROCEEDINGS AGAINST FRANCHISOR

Master Franchisee shall give Franchisor advance written notice of Master Franchisee's intent to commence or otherwise institute any legal action or proceeding against Franchisor, specifying the basis for such proposed action, and Master Franchisee shall grant Franchisor thirty (30) days from receipt of said notice to cure the alleged act upon which such legal action is to be based (hereinafter, the "30 Day Cure Notice"). Master Franchisee expressly understands, acknowledges and agrees that the 30 Day Cure Notice is a strict condition precedent to Master Franchisee commencing, or otherwise instituting, legal action or proceeding against Franchisor for any reason whatsoever.

SECTION 13
OBLIGATIONS UPON TERMINATION, EXPIRATION, AND CONTINUING OBLIGATIONS

13.1 PAYMENT OF AMOUNTS OWED TO FRANCHISOR

Without limitation to any other Article or provision of this Agreement, upon expiration or termination of this Agreement for any reason, Master Franchisee shall immediately pay to Franchisor all sums and fees due from Master Franchisee to Franchisor under the terms of this Agreement including, but not limited to Royalty Fees and Advertising Contributions and all other sums and fees due from Master Franchisee to Franchisor, Franchisor's affiliates and suppliers.

13.2 CEASE OPERATIONS, USE OF SYSTEM AND PROTECTION OF THE SYSTEM

Upon expiration, termination, or Transfer of this Agreement for any reason, Master Franchisee shall possess no rights in or to the Master Franchise Business, the Master Franchise Territory or any rights granted to Master Franchisee in this Agreement and, Master Franchisee shall immediately:

(a) Permanently cease operating the Master Franchise Business;

(b) Permanently cease holding itself/himself/herself out to any person or entity, or represent itself/himself/herself, as a present or former master franchisee of the System;

(c) Permanently cease to use, in any manner: (i) the System including, without limitation, the Confidential Information, the Licensed Marks, the Business Management System Data, and the Operations Manual; (ii) any methods, procedures, or techniques associated with the System in which Franchisor possesses proprietary rights or constitute Franchisor's trade secrets; and (iii) any other advertising, marketing, media, and any other information, documents or things associated with Franchisor, the System, the Licensed Marks, and the Master Franchise Business;

(d) Return to Franchisor the Operations Manual (including any and all parts, supplements, and copies of the Operations Manual), the Confidential Information (including without limitation the Business Management System Data and all customer lists and information), and all other confidential materials, equipment, software, information, and property owned by Franchisor and all copies thereof provided, however, that Master Franchisee may retain Master Franchisee's copies of this Agreement, correspondence between Franchisor and Master Franchisee, but not including Confidential Information that may be contained in or attached thereto, and other documents that Master Franchisee needs to retain pursuant to applicable law;

(e) Permanently cease accessing, immediately disconnect from, and discontinue using any and all digital media, intra-nets, cloud based systems, and/or servers that store, maintain, and/or provide access to the Operations Manual, Confidential Information, and all other standards, specifications of Franchisor;

(f) Immediately notify Franchisor, in writing, of any and all locations where Master Franchisee may have maintained and/or stored digital files and/or media containing all or parts of the Operations Manual, any Confidential Information, and all other standards and specifications of Franchisor, immediately turn over such digital files and media to Franchisor, and follow Franchisor's instructions as to the destruction of such digital files and media;

(g) Take all actions necessary and/or reasonably required to cancel all fictitious or assumed names or equivalent registrations relating to the Licensed Marks;

(h) At no cost to Franchisor, take such action as may be determined by Franchisor to: (i) provide and assign to Franchisor the Business Management System, the Business Management System Data, and all customer lists, customer information, and customer data; (ii) transfer, disconnect, and/or otherwise assign, as directed by Franchisor, all telephone numbers, email addresses, Web Based Media listings, Digital Media, accounts and log-in information used in connection with Master Franchisee's former Master Franchise Business and/or otherwise associated with the System and/or the Licensed Marks, cancel Master Franchisee's interests in same as such cancellation may be directed by Franchisor;

(i) Abide by, and comply with, the restrictive covenants and obligations set forth in this Agreement, including, without limitation, the restrictive covenants and obligations set forth in Section 7 of this Agreement;

(j) Provide Franchisor, within thirty (30) days of the expiration, termination, or Transfer of this Agreement, with written proof demonstrating that Master Franchisee has complied with the terms of this Section 13 and all other obligations under this Agreement that Master Franchisee must perform, abide by, and comply with, subsequent to the termination, expiration, or Transfer of this Agreement; and

(k) Assign each and every GH Business Franchise Agreement and all of Master Franchisees rights and interests in each and every GH Business Franchise Agreement, as designated by Franchisor.

Notwithstanding anything contained in this Agreement to the contrary, upon the expiration and/or termination of this Agreement for any reason, Master Franchisee shall no longer possess any rights and/or interests in any GH Business Franchise Agreements and that all rights and benefits in and to all GH Business Franchises and Franchise Agreements shall be assigned to Franchisor and/or otherwise assigned to Franchisor's designee.

13.3 CONTINUING OBLIGATIONS

All obligations of Franchisor and Master Franchisee under this Agreement which expressly, or by their nature, survive, or are intended to survive, the expiration, termination, or Transfer of this Agreement shall continue in full force and effect subsequent to, and notwithstanding this Agreement's termination, expiration, or Transfer until such obligations are satisfied in full or, by the nature and/or terms, such obligation(s) expire.

Master Franchisee further agrees that in the event of a Transfer of this Agreement by Master Franchisee, whether or not such Transfer is authorized by Franchisor or made in violation of this Agreement, under no circumstance shall Master Franchisee be relieved of Master Franchisee's Obligations under this Agreement and under no circumstance shall each Owner and Spouse be relieved of their respective guarantees, agreements, and obligations related to, or associated with, this Agreement, including, without limitation, the guarantees, agreements, and obligations set forth in this Agreement, the Master Franchisee Owner and Spouse Agreement and Guaranty attached to this Agreement as Exhibit 1 and the Joinder Agreement attached to this Agreement as Exhibit 2. The foregoing shall not be interpreted or otherwise construed as constituting consent to any Transfer of this Agreement without the express written consent by Franchisor and Master Franchisee's compliance with this Agreement respecting any such Transfer.

SECTION 14
ENFORCEMENT, CONSTRUCTION AND INDEMNIFICATION

14.1 SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS

Except as expressly provided to the contrary in this Agreement, Franchisor and Master Franchisee agree that each term and condition of this Agreement shall be interpreted or otherwise construed to be independent of each other and severable. Although each term and condition of this Agreement are considered by the parties to be reasonable and intended to be enforceable, if any such term and condition of this Agreement is found by a court of competent jurisdiction, agency, or other governmental agency to be unenforceable as written or otherwise, then such term and condition shall be modified, rewritten, interpreted, or "blue-lined" to include as much of its nature and scope as will render it enforceable. If such term and condition cannot be so modified, rewritten, interpreted, or "blue-lined" in any respect, then it will not be given effect and severed from this Agreement, and the remainder of this Agreement shall be interpreted, construed and enforced as if such term and condition was not included in this Agreement.

If any applicable and binding law or rule requires a greater prior notice of the termination of this Agreement than is required in this Agreement, or the taking of some other action not required by this Agreement, or if under any applicable and binding law or rule, any term and condition of this Agreement, or any specification, standard, or operating procedure Franchisor prescribes is invalid or unenforceable, then the greater prior notice and/or other action required by law or rule shall be substituted for the comparable provisions, and Franchisor has the right, in its sole discretion, to modify the invalid or unenforceable term and condition, specification, standard, or operating procedure to the extent required to be valid and enforceable. Master Franchisee agrees to be bound by any such substituted and/or modified term and condition of this Agreement imposing the maximum duty permitted by law that is prescribed within the terms of any provision of this Agreement as though it were originally and separately articulated in, and made a part of, this Agreement as of the Effective Date and/or any specification, standard or operating procedure Franchisor prescribes, which may result from striking from any terms and conditions, specifications, standards, or operating procedures, and any portion or portions thereof, a court may hold to be unenforceable or from reducing the scope of any promise or covenant to the extent required to comply with a court order. Modifications to this Agreement shall be effective only in those jurisdictions in which

such terms and conditions, specifications, standards, or operating procedures are found to be unenforceable, unless Franchisor elects to give them greater applicability, in which case, this Agreement shall be enforced as originally made in all other jurisdictions.

14.2 WAIVER OF OBLIGATIONS

No delay, waiver, omission, or forbearance on the part of Franchisor to enforce any term and condition of this Agreement or exercise any of Franchisor's rights, options, or powers under this Agreement constitutes a waiver by Franchisor to enforce any other term and condition of this Agreement or exercise any of Franchisor's other rights, options, or powers under this Agreement. No such delay, waiver, omission, or forbearance shall constitute a waiver by Franchisor to subsequently enforce such term and condition of this Agreement or subsequently exercise such right, option, or power. Acceptance by Franchisor of any payments, fees, charges, or other amount from Master Franchisee payable to Franchisor pursuant to this Agreement shall not constitute a waiver or acceptance of Master Franchisee's default or breach of this Agreement or otherwise a waiver of any term and condition of this Agreement, and Franchisor reserves the right to pursue any and all additional remedies set forth in this Agreement, at law, or in equity. Franchisor shall likewise not be deemed to have waived or impaired any term and condition, right, option or power set forth in this Agreement by virtue of any custom or practice of the parties at variance with the terms and conditions of this Agreement or Franchisor's insistence upon Master Franchisee's strict compliance with Master Franchisee's obligations, including any mandatory specification, standard or operating procedure. No waiver by Franchisor of any term and condition of this Agreement shall be valid unless in writing and signed by Franchisor.

14.3 FORCE MAJEURE

If either Franchisor or Master Franchisee is delayed in performing any obligation under this Agreement by any cause reasonably beyond its control when such cause would affect any person or entity similarly situated, including, without limitation, war, civil disorder, catastrophic weather, power outage, acts of God and/or labor strikes unassociated with Master Franchisee or Franchisor (collectively, "Force Majeure"), then the time period for performing such obligation shall be extended by a period of time equal to the period of delay. Notwithstanding the immediately foregoing sentence, any delay resulting from Force Majeure shall not excuse Master Franchisee's payment of any fee, charge, amount, and/or any other monetary or financial obligation to Franchisor under this Agreement, including, without limitation, the payment of the Royalty Fee and Advertising Contributions, and the non-performance of any obligation under this Agreement due to Force Majeure shall not be extended or otherwise excused for more than six (6) months.

14.4 SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF

Nothing in this Agreement bars Franchisor's right to obtain specific performance of the provisions of this Agreement and injunctive relief under legal and/or equity rules against threatened conduct that will cause damages or loss to Franchisor, the Licensed Marks or the System. Without limitation to the rights set forth in Section 7 of this Agreement, Master Franchisee agrees that Franchisor may obtain such injunctive relief in addition to such further or other relief as may be available at law or in equity. Master Franchisee agrees that Franchisor will not be required to post a bond (other than as set forth in Section 7.8 of this Agreement) to obtain injunctive relief and that Master Franchisee's only remedy if an injunction is entered against Master Franchisee will be the dissolution of that injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). None of the remedies available to Franchisor under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages. Without limitation to the foregoing Master Franchisee agrees that in the event of a breach of this Agreement by Master Franchisee respecting and/or concerning the System and/or the Licensed Marks shall cause irreparable harm to Franchisor, the System and the Licensed Marks.

14.5 RIGHTS OF PARTIES ARE CUMULATIVE

The rights of Franchisor and Master Franchisee under this Agreement are cumulative and no exercise or enforcement by a party of any right or remedy precludes the exercise or enforcement by that party of any other right or remedy which Franchisor or Master Franchisee is entitled by law to enforce.

14.6 GOVERNING LAW

EXCEPT TO THE EXTENT GOVERNED BY THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. §§ 1051 *ET SEQ.*) OR OTHER FEDERAL LAW, THIS AGREEMENT AND THE RELATIONSHIP BETWEEN THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE, EXCEPT THAT ITS CHOICE OF LAW AND CONFLICTS OF LAWS RULES SHALL NOT APPLY AND ANY FRANCHISE REGISTRATION, DISCLOSURE, RELATIONSHIP OR SIMILAR STATUTE WHICH MAY BE ADOPTED BY THE STATE OF DELAWARE SHALL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS PARAGRAPH.

14.7 EXCLUSIVE JURISDICTION AND VENUE

MASTER FRANCHISEE AGREES THAT MASTER FRANCHISEE SHALL, AND FRANCHISOR MAY, AT ITS OPTION, INSTITUTE ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCLUSIVELY IN THE DELAWARE SUPERIOR COURT (COMPLEX COMMERCIAL LITIGATION DIVISION) AND/OR THE DELAWARE COURT OF CHANCERY THAT IS WITHIN OR CLOSEST TO NEW CASTLE COUNTY OR, IF APPROPRIATE, THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE. MASTER FRANCHISEE IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT AND WAIVES ANY OBJECTION IT MAY HAVE TO EITHER THE JURISDICTION OR VENUE OF ANY SUCH COURT.

14.8 VARIANCES

MASTER FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR HAS AND MAY AT DIFFERENT TIMES, IN FRANCHISOR'S ABSOLUTE AND SOLE DISCRETION, APPROVE EXCEPTIONS OR CHANGES FROM THE UNIFORM STANDARDS OF THE SYSTEM, WHICH FRANCHISOR DEEMS DESIRABLE OR NECESSARY UNDER PARTICULAR CIRCUMSTANCES. MASTER FRANCHISEE UNDERSTANDS THAT IT HAS NO RIGHT TO OBJECT TO OR AUTOMATICALLY OBTAIN SUCH VARIANCES, AND ANY EXCEPTION OR CHANGE MUST BE APPROVED IN ADVANCE BY FRANCHISOR IN WRITING. MASTER FRANCHISEE UNDERSTANDS THAT EXISTING MASTER FRANCHISEES MAY OPERATE UNDER DIFFERENT FORMS OF AGREEMENTS AND THAT THE RIGHTS AND OBLIGATIONS OF EXISTING MASTER FRANCHISEES MAY DIFFER MATERIALLY FROM THIS AGREEMENT.

14.9 LIMITATIONS OF CLAIMS

EXCEPT FOR CLAIMS BROUGHT BY FRANCHISOR WITH REGARD TO MASTER FRANCHISEE'S OBLIGATIONS TO MAKE PAYMENTS TO FRANCHISOR PURSUANT TO THIS AGREEMENT, FRANCHISOR'S ENFORCEMENT OF THE RESTRICTIVE COVENANTS SET FORTH IN SECTION 7 OF THIS AGREEMENT, AND MASTER FRANCHISEE'S OBLIGATION TO INDEMNIFY FRANCHISOR IN ACCORDANCE WITH THIS AGREEMENT, ANY AND ALL CLAIMS AND/OR CAUSES OF ACTIONS ARISING OUT OF, OR RELATING TO, THIS AGREEMENT, OR THE RELATIONSHIP BETWEEN MASTER FRANCHISEE AND FRANCHISOR RESULTING FROM THIS AGREEMENT, SHALL BE BARRED UNLESS SUCH CLAIM AND/OR CAUSE OF ACTION IS COMMENCED WITHIN TWO (2) YEARS FROM THE DATE ON WHICH THE ACT OR EVENT GIVING RISE TO THE CLAIM OCCURRED OR ONE (1) YEAR FROM THE DATE ON WHICH MASTER FRANCHISEE OR FRANCHISOR KNEW, OR SHOULD HAVE

KNOWN, IN THE EXERCISE OF REASONABLE DILIGENCE, OF THE FACTS GIVING RISE TO SUCH CLAIM AND/OR CAUSE OF ACTION, WHICHEVER OCCURS FIRST IN TIME.

14.10 WAIVER OF PUNITIVE DAMAGES

FRANCHISOR AND MASTER FRANCHISEE HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR SPECULATIVE DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EXCEPT AS OTHERWISE PROVIDED HEREIN, EACH SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES SUSTAINED BY IT; PROVIDED THAT SUCH WAIVER SHALL NOT APPLY TO ANY CLAIM (A) ALLOWED BY FRANCHISOR OR MASTER FRANCHISEE FOR ATTORNEY'S FEES OR COSTS AND EXPENSES UNDER THIS AGREEMENT; AND/OR (B) FOR LOST PROFITS BY FRANCHISOR OR MASTER FRANCHISEE AND THE OWNERS UPON OR ARISING OUT OF THE TERMINATION OF THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IF ANY OTHER TERM OF THIS AGREEMENT IS FOUND OR DETERMINED TO BE UNCONSCIONABLE OR UNENFORCEABLE FOR ANY REASON, THE FOREGOING PROVISIONS OF WAIVER BY AGREEMENT OF PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES SHALL CONTINUE IN FULL FORCE AND EFFECT.

14.11 WAIVER OF JURY TRIAL

FRANCHISOR AND MASTER FRANCHISEE HEREBY IRREVOCABLY WAIVE TRIAL BY JURY ON ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AS TO ANY MATTERS ARISING OUT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT OR THEIR RELATIONSHIP AS FRANCHISOR AND MASTER FRANCHISEE RESULTING FROM THIS AGREEMENT.

14.12 BINDING EFFECT

This Agreement is binding upon the parties of this Agreement and their respective executors, administrators, heirs, assigns and successors in interest, and shall not be modified except by written agreement signed by both Master Franchisee and Franchisor.

14.13 COMPLETE AGREEMENT

This Agreement, the documents referred to in this Agreement and the Schedules and Exhibits to this Agreement, constitute the entire, full and complete Agreement between Franchisor and Master Franchisee concerning the subject matter of this Agreement and supersedes all prior related agreements between Franchisor and Master Franchisee. Notwithstanding the foregoing, the disclosure document (as registered with certain states, required by federal law or otherwise and provided to Master Franchisee or its representative) shall not be deemed to constitute a part of this Agreement nor as a separate, binding agreement concerning the subject matter hereof. Nothing in the Agreement is intended to disclaim the representations Franchisor made in the franchise disclosure document that we furnished to you.

14.14 ATTORNEY FEES AND EXPENSES

Master Franchisee agrees that in the event that a court of competent jurisdiction shall issue a judgment, decision and/or order finding, holding and/or declaring Master Franchisee's breach of this Agreement than Franchisor shall be entitled to the recovery of all reasonable attorney fees, costs and expenses associated with and/or related to such litigation. Said fees, costs and expenses shall include, but not be limited to, attorney fees, deposition expenses, expert witness fees and filing fees.

14.15 WAIVER OF CLASS-ACTION: INDIVIDUAL DISPUTE RESOLUTION AND NO MULTI-PARTY ACTIONS

FRANCHISOR AND MASTER FRANCHISEE AGREE THAT ALL PROCEEDINGS AND/OR LEGAL ACTIONS ARISING OUT OF OR RELATED TO THIS AGREEMENT AND/OR THE OFFER AND SALE OF THE FRANCHISED MASTER FRANCHISE BUSINESS FROM FRANCHISOR TO MASTER FRANCHISEE, WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT A CLASS-WIDE BASIS, AND, THAT ANY PROCEEDING BETWEEN MASTER FRANCHISEE, MASTER FRANCHISEE'S OWNERS, SPOUSES AND/OR GUARANTORS AND FRANCHISOR AND/OR FRANCHISOR'S AFFILIATES, OFFICERS, DIRECTORS AND/OR EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD PARTY.

14.16 ACCEPTANCE BY FRANCHISOR

This Agreement will not be binding on Franchisor unless and until an authorized officer of Franchisor has signed it.

14.17 OPPORTUNITY FOR REVIEW BY MASTER FRANCHISEE'S ATTORNEY, RISK WARNING, AND ACKNOWLEDGMENT OF NO PROMISES BY FRANCHISOR

Master Franchisee acknowledges and represents that prior to the signing of this Agreement that Franchisor recommended and that Master Franchisee had the opportunity to have this Agreement and the Franchise Disclosure Document reviewed by Master Franchisee's lawyer, accountant and other business advisors. Master Franchisee expressly, acknowledges, agrees, and represents that:

(a) BEFORE SIGNING THIS MASTER FRANCHISEE AGREEMENT, MASTER FRANCHISEE CAUTIONED THAT MASTER FRANCHISEE SHOULD REVIEW THIS AGREEMENT AND FRANCHISOR'S MASTER FRANCHISEE FRANCHISE DISCLOSURE DOCUMENT WITH AN ATTORNEY;

(b) THAT FRANCHISOR HAS NOT MADE ANY FINANCIAL PERFORMANCE REPRESENTATIONS AS TO THE MASTER FRANCHISEE BUSINESS AND, AS-SUCH, FRANCHISOR HAS NOT MADE ANY REPRESENTATION OR PROMISE WHATSOEVER AS TO, AMONG OTHER THINGS, THE REVENUE, INCOME AND/OR PROFITS THAT MASTER FRANCHISEE MAY OR MAY NOT GENERATE FROM THE MASTER FRANCHISEE BUSINESS;

(c) THE SUCCESS OF THE MASTER FRANCHISEE BUSINESS INVOLVES SUBSTANTIAL RISKS AND DEPENDS ON MASTER FRANCHISEE'S ABILITY AS AN INDEPENDENTBU SINESS PERSON AND MASTER FRANCHISEES ACTIVE PARTICIPATION IN THE DAILY AFFAIRS OF THE MASTER FRANCHISEE BUSINESS; AND

d) MASTER FRANCHISEE HAS ENTERED INTO THE MASTER FRANCHISEE AGREEMENT AFTER MAKING AN INDEPENDENT INVESTIGATION OF THE PROPOSED MASTER FRANCHISEE BUSINESS, AND NO ASSURANCE OR WARRANTY, EXPRESS OR IMPLIED, HAS BEEN GIVEN AS TO THE POTENTIAL SUCCESS OF SUCH BUSINESS NOR HAS ANYONE MADE ANY OTHER WARRANTY OR REPRESENTATION WHICH IS NOT EXPRESSLY CONTAINED IN THIS AGREEMENT TO INDUCE MASTER FRANCHISEE OR ANY OWNERS TO EXECUTE THE AREA REPRESENTATIVE AGREEMENT; AND

(e) MASTER FRANCHISEE ACKNOWLEDGES RECEIPTOF FRANCHISOR'S MASTER FRANCHISEE FRANCHISE DISCLOSURE DOCUMENT NO LESS THAN FOURTEEN (14) CALENDAR DAYS AND TEN (10) BUSINESS DAYS PRIOR TO THE EXECUTION OF

THIS AGREEMENT AND/OR THE PAYMENT OF ANY SUMS BY MASTER FRANCHISEE TO FRANCHISOR.

14.18 NO PERSONAL LIABILITY BY FRANCHISOR'S EMPLOYEES, OFFICERS AND/OR AUTHORIZED AGENTS

Master Franchisee agrees that the fulfillment of any of Franchisor's obligations written in this Agreement ruled to be binding in a court of law shall be Franchisor's sole obligation and none of Franchisor's employees, officers and/or authorized agents shall be personally liable to Master Franchisee for any reason. In addition to the foregoing, Franchisor and Master Franchisee are not joint employers.

14.19 NON-UNIFORM AGREEMENTS

Master Franchisee acknowledges and agrees that Franchisor makes no representations or warranties that all other agreements with other System franchisees entered into before or after the Effective Date of this Agreement do or will contain terms substantially similar to those contained in this Agreement. Master Franchisee acknowledges and agrees that Franchisor may waive or modify comparable provisions of other agreements to other System franchisees in a non-uniform manner.

14.20 NO RIGHT TO OFFSET BY MASTER FRANCHISEE

Master Franchisee shall not, on grounds of the alleged nonperformance, material breach, or default by Franchisor of this Agreement, any other agreement between Franchisor and Master Franchisee, or for any other reason, withhold any payment, fee, or any other amount payable by Master Franchisee to Franchisor pursuant to this Agreement.

14.21 HEADINGS

The headings and subheadings in this Agreement are strictly for convenience and reference only, and they shall not limit, expand, or otherwise affect the interpretation and construction of the terms and conditions of this Agreement.

14.22 AUTHORITY TO EXECUTE AND BIND

Each party acknowledges, warrants and represents that it has all requisite power and authority to enter into this Agreement. The execution, delivery, and performance of this Agreement has been duly and lawfully authorized by all necessary actions of each party, and the signatory to this Agreement for each party has been duly and lawfully authorized to execute this Agreement for and on behalf of the party for whom each signatory has signed.

14.23 COUNTERPARTS; ELECTRONIC SIGNATURES; MULTIPLE COPIES.

This Agreement may be executed in counterparts, all of which counterparts shall be deemed originals and taken together shall constitute a single agreement, and the signature pages of which may be detached from the several counterparts and attached to a single copy of this Agreement to physically form a single document.

14.24 JOINT AND SEVERAL LIABILITY

If Master Franchisee consists of more than one person or entity, then their liability under this Agreement shall be joint and several.

14.25 INDEMNIFICATION OF FRANCHISOR BY MASTER FRANCHISEE

Master Franchisee agrees to indemnify, defend and hold Franchisor, Franchisor's affiliates, officers, directors, members, and managers harmless from any and all claims, causes of action, judgments, suits, liabilities, charges, fines, penalties, penalties and/or other liabilities (including the recovery of reasonable attorney fees and expenses) suffered by Franchisor, incurred by Franchisor and/or charged to Franchisor as a result of and/or related to: (a) Master Franchisee's breach of this Agreement, (b) Master Franchisee's failure to perform an obligation as set forth in this Agreement, (c) intentional acts of Master Franchisee, and/or (d) negligent acts of Master Franchisee.

14.26 RECITALS AND REPRESENTATIONS

The parties agree that the recitals and representations contained on the first page of this Agreement constitute a material part of this Agreement and are hereby fully incorporated into the terms and conditions of this Agreement.

SECTION 15
NOTICES

All written notices and reports permitted or required to be delivered by this Agreement or the Operations Manual shall be deemed so delivered, at the time delivered by hand, one (1) business day after being placed in the hands of a national commercial courier service for overnight delivery (properly addressed and with tracking confirmation), or three (3) business days after placed in the U.S. mail by registered or certified Mail, postage prepaid, and addressed to the party to be notified at its most current principal business address of which the notifying party has been notified. Reports requiring delivery shall be delivered by certified U.S. mail and electronically as designated by Franchisor. The addresses for the parties set forth in the initial paragraph of this Agreement shall be used unless and until a different address has been designated by written notice to the other party. Any notice required under this Agreement shall not be deemed effective or given by Master Franchisee to Franchisor unless given in strict compliance with this Agreement. In all cases where Franchisor's prior approval is required and no other method or timing for obtaining such approval is prescribed, Master Franchisee shall request such approval in writing, and Franchisor shall respond within ten (10) business days after receiving Master Franchisee's written request and all supporting documentation, provided if Franchisor does not respond, such request shall be deemed unapproved. Franchisor's consent to, or approval of, any act or request by Master Franchisee shall be effective only to the extent specifically stated, and Franchisor's consent or approval shall not be deemed to waive, or render unnecessary, consent or approval of any other subsequent similar act or request.

IN WITNESS WHEREOF, the parties have executed, sealed and delivered this Agreement in duplicate on the Effective Date set forth and defined in this Agreement.

Franchisor:	**Master Franchisee:**
Green Homes USA, Franchising, LLC	
By: _____	_____
Signature	Signature
_____	_____
Name and Title	Name (please print)
Dated _____	Dated _____

GH Business Master Franchise Agreement
SCHEDULE 1
MASTER FRANCHISE TERRITORY

Master Franchise Territory - Franchisor and Master Franchisee agree that the "Master Franchise Territory", as such term is identified and defined in the Master Franchise Agreement, is identified, as follows:

[For this Schedule to be Effective this Schedule Must be Completed and Signed by Franchisor. If no territory is identified in this Schedule 1 then there shall be no Master Franchise Territory]

Master Franchisee acknowledges and represents that the foregoing determination as to Master Franchise Territory was based on negotiations initiated by Master Franchisee and for Master Franchisee's benefit.

Franchisor:
Green Homes USA, Franchising, LLC

By: _____

Title

Master Franchisee:

_____
Master Franchisee Signature

_____
Name (please print)

_____
Master Franchisee Signature

_____
Name (please print)

GH Business Master Franchise Agreement
SCHEDULE 2
MASTER FRANCHISE TERRITORY FEE, DEVELOPMENT QUOTA AND DEVELOPMENT SCHEDULE

Master Franchise Territory Fee – The Master Franchise Territory Fee, as such term is set forth and defined in the Master Franchise Agreement is [[$ _____]].

Development Quota – The Development Quota, as such term is set forth and defined in the Master Franchise Agreement is [[_____]] Territory GH Businesses.

Development Schedule - The Development Schedule, as such term is set forth and defined in the Master Franchise Agreement is:

Development Schedule		
Development Period	Number of Territory Franchise Agreements signed during each respective Development Period:	Number of Territory GH Businesses open and in operation (in accordance with the terms of each respective Territory Franchise Agreement) within the Master Franchise Territory during and within each respective Development Period as of the last day of the last calendar month for the respective Development Period:
First Development Period _____ to _____	[__]	[__]
Second Development Period _____ to _____	[__]	[__]
Third Development Period _____ to _____	[__]	[__]
Fourth Development Period _____ to _____	[__]	[__]
Fifth Development Period _____ to _____	[__]	[__]
Sixth Development Period _____ to	[__]	[__]

Seventh Development Period _____ to _____	☐	☐
Eighth Development Period _____ to _____	☐	☐
Ninth Development Period _____ to _____	☐	☐
Tenth Development Period _____ to _____	☐	☐

Franchisor:
Green Homes USA, Franchising, LLC

By: _____

Title

Master Franchisee:

_____
Master Franchisee Signature

_____
Name (please print)

_____
Master Franchisee Signature

_____
Name (please print)

GH Business Master Franchise Agreement
SCHEDULE 3
STATEMENT OF MASTER FRANCHISEE'S OWNERS

If Master Franchisee is a Corporate Entity, Master Franchisee does hereby affirm and acknowledge that, as of the Effective Date:

1. The Following is a list of each Owner of Master Franchisee and, among other things, all shareholders, partners, members, and other investors in Master Franchisee, including all investors who own or hold a direct or indirect financial and/or equity interest in Master Franchisee:

Name	Address	Ownership Interest Percentage

2. The following Owner is hereby also designated by Master Franchisee as the "Managing Owner":

Name

Master Franchisee:

_____
Master Franchisee Signature

_____
Name (please print)

_____
Master Franchisee Signature

_____
Name (please print)

GH Business Master Franchise Agreement
EXHIBIT 1
MASTER FRANCHISEE OWNER AND SPOUSE AGREEMENT AND GUARANTY

MASTER FRANCHISEE OWNER AND SPOUSE AGREEMENT AND GUARANTY

THIS MASTER FRANCHISEE OWNER AND SPOUSE AGREEMENT AND GUARANTY (the "Agreement") is entered into by: (a) each of the undersigned owners of Master Franchisee (defined below); and (b) the spouse of each such owner, in favor of Green Homes USA, Franchising, LLC, a Delaware limited liability company, and its successors and assigns ("us", "our" or "we"), upon the terms and conditions set forth in this Agreement. Each signatory to this Agreement is referred to as "you".

Recitals and Representations

WHEREAS, we have entered into a Master Franchise Agreement with [[_____]] (hereinafter referred to as "Master Franchisee)

WHEREAS, Franchisor has developed a distinctive and proprietary system (the "System") for the development and operation of a home construction business (each, a "GH Business") that provides energy efficient green home construction services (the "System Services and Products") under the Licensed Marks (defined below) (each, a "GH Business" or "Franchised Business");

WHEREAS, As part of the System, for qualified master franchisees pursuant to the terms of our master franchise agreement, we has developed systems and procedures for the marketing and promotion of GH Business franchise opportunities and GH Business franchisee training and operational support services (the "Master Franchisee Services") and, as to those master franchisees authorized to provide Master Franchisee Services under our master franchise agreement, the term System further includes our designated procedures, specifications, marketing plans, development strategies, equipment and supplies, confidential information and trade secrets for the development and operation of a business that offers and provides the Master Franchisee Services (an "Master Franchise Business");

WHEREAS, Master Franchisee has entered into a GH Business Master Franchise Agreement (the "Master Franchise Agreement") for the ownership, development and operation of a Master Franchise Business (the "Franchised Business");

WHEREAS, you have received and have thoroughly reviewed the completed Master Franchise Agreement, including the completed Schedules and Exhibits attached thereto;

WHEREAS, we have recommended that you thoroughly review the Master Franchise Agreement, this Agreement and all exhibits and schedules to the Master Franchise Agreement with a lawyer selected and hired by you;

WHEREAS, you represent to us that you are either: (a) an Owner of Master Franchisee such that you own or control a legal, equitable or beneficial ownership or equity interest in Master Franchisee and/or otherwise meet the definition of an "Owner" as set forth in this Agreement; and/or (b) the "Spouse" of an Owner of Master Franchisee;

WHEREAS, you acknowledge that this Agreement will apply to you individually, jointly and severally with all others who sign this Agreement (including if this Agreement is signed in counterparts or electronically among other Owners and Spouses);

WHEREAS, you acknowledge that this Agreement, among other things, personally obligates you to guarantee Master Franchisee's obligations to us and obligates you to brand protection, confidentiality and non-competition restrictions and covenants and that you enter into this Agreement to induce us to enter into the Master Franchise Agreement with Master Franchisee;

WHEREAS, you acknowledge that we are relying on this Agreement and that without this Agreement we would not have entered into and/or would not be simultaneously entering into the Master Franchise Agreement with Master Franchisee;

NOW THEREFORE, to induce us to enter into the Master Franchise Agreement and as consideration to us for entering into the Master Franchise Agreement with Master Franchisee and other consideration, the receipt and sufficiency of which you acknowledge, you agree as follows:

1. Recitals and Representations.

You agree that the foregoing Recitals and Representations are true and accurate and constitute a material part of this Agreement and are hereby incorporated into the main body of this Agreement.

2. Definitions.

Supplementing the terms and definitions contained in the Recitals and Representations:

"**Master Franchise Territory**" refers to and means the geographic area identified and described in Schedule 1 to this Master Franchise Agreement.

"**Business Management System**" refers to and means the software, internet, web based and/or cloud based system or systems, and customer relationship management system or systems as same may be individually or collectively designated by us, in our discretion, as being required for use in the Master Franchise Business, including, but not limited to, the day-to-day management and performance of the Master Franchisee Services. Without limitation to the foregoing, the Business Management System may include web based, private server based, network-based and/or cloud based systems. At all times we shall possess direct live access and storage based access to the Business Management System for the Master Franchise Business and to Master Franchisee's Business Management System Data.

"**Business Management System Data**" refers to and means the forms, data, tools, customer information, inventory and sales information that: (a) is pre-populated or entered into the Business Management System utilized by Master Franchisee; (b) is entered (whether by us or Master Franchisee) into the Business Management System; (c) is recorded, stored and/or maintained by the Business Management System in connection with the management and operations of the Master Franchise Business.

"**Competitive Business**" refers to and means any business that is the same as or similar to the Master Franchise Business as it relates to (a) a residential construction and/or residential contractor business that is the same as or similar to a GH Business, or (b) a franchise development and/or support business that is that is engaged in developing, marketing, selling and/or supporting service based franchises, licenses and/or business opportunities related to businesses that offer residential construction and/or residential contractor services.

"**Confidential Information**" refers to and means all of our and/or our affiliates trade secrets, methods, standards, techniques, procedures, data and information, as same may exist as of the Effective Date of this Agreement and as same may be developed, modified and supplemented in the future, constituting and comprising: (a) methods, specifications, standards, policies, procedures, information, concepts, programs and systems relating to the development, establishment, marketing,

promotion and operation of the Master Franchise Business; (b) methods, specifications, standards, policies, procedures, information, concepts, programs and systems relating to the development, establishment, marketing, promotion and operation of GH Businesses; (c) information concerning franchisee and prospective franchisee consumer preferences for GH Business franchises, and specifications for and knowledge of suppliers of certain materials, franchise sales marketing strategies, budgets, marketing channels, sales data; (d) information concerning consumer preferences for services, products, materials and supplies used or sold by, and specifications for and knowledge of suppliers of certain materials, equipment, products, supplies and procedures used or sold by GH Businesses; (e) information concerning GH Business Franchisees, prospective GH Business Franchisees, email lists, database lists, product sales, operating results, financial performance and other financial data of GH Businesses and/or the Master Franchise Business; (f) customer lists and information related to GH Businesses and/or the Master Franchise Business; (g) Business Management System Data; (h) recipes; (i) current and future information contained in the Operations Manual; and (j) Know-How.

"**Copyrights**" refers to and means all works and materials for which we or any affiliate of ours has secured common law or registered copyright protection and we utilize and/or allow GH Business Franchisees and/or Master Franchisees to use, sell or display in connection with the development, marketing and/or operation of a GH Business and/or Master Franchise Business, whether as of the Effective Date of this Agreement or any time in the future.

"**Corporate Entity**" refers to and means a corporation, limited liability company, partnership or other corporate legal entity that is not an individual person.

"**Digital Media**" refers to and means any interactive or static electronic document, application or media that is connected to and/or in a network of computers, servers and/or other devices linked by communications software, part of the world wide web (including, but not limited to websites), linked by the internet or part of a web based application, software application, smart phone based application or social media platform including, but not limited to social media platforms and applications such as Facebook, LinkedIn, Twitter, Pinterest, Instagram, Snap Chat, YouTube, and Google+, and world wide web and internet based directories and local directories that refers, references, identifies, reviews, promotes and/or relates, in any way, to, GH Businesses, the Master Franchise Business, the Licensed Marks, the System and/or us. Digital Media further includes the System Website, web pages and website subdomains (including those related to, associated with and/or a part of the System Website) associated with and/or related to the Master Franchise Business and all web pages, blog posts, videos, articles, social media accounts and pages, website directory pages, information, sub-domains and all other media and/or publications relating to the System that is displayed and/or transmitted digitally.

"**Effective Date**" refers to the "Effective Date" of the Master Franchise Agreement as the term "Effective Date" is set forth and defined in the Master Franchise Agreement. If, for any reason, the Effective Date cannot be determined by reference to the Master Franchise Agreement, the Effective Date shall be the date that you sign this Agreement.

"**Franchised Business**" refers to and means the Master Franchise Business to be developed, owned and operated by Master Franchisee pursuant to the terms of the Master Franchise Agreement.

"**Immediate Family**" refers to and means the spouse of a person and any other member of the household of such person, including, without limitation, children of such person.

"**Intellectual Property**" refers to and means, individually and collectively, our Licensed Marks, Copyrights, Know-How, and System.

"**Know-How**" refers to means our trade secrets and proprietary information relating to the development, establishment, marketing, promotion and/or operation of a GH Business and/or Master Franchise Business including, but not limited to, methods, techniques, recipes, specifications, food preparation, procedures, policies, marketing strategies and information reflected in, included in, comprising and/or constituting a part of the System. Without limitation to the foregoing, Know-How shall further include information contained in the Operations Manual and the Confidential Information.

"**Licensed Marks**" shall have the meaning set forth in the Recitals and shall further refer to and means such service marks, trademarks, trade dress, trade names, logos, commercial symbols and all configurations and derivations thereof, as may presently exist, or which may be modified, changed, or acquired by us or our affiliates, in connection with the development and operation of GH Businesses and/or otherwise designated by us to be used in conformity with the System.

"**Operations Manual**" refers to and means, individually and collectively, the manual(s) designated by us and relating to the development and/or operations of a Master Franchise Business and/or GH Businesses including, but not limited to, the policies, procedures and requirements for the development and operation of Master Franchise Businesses. The Operations Manual may consist of one of more volumes, handbooks, manuals, written materials, videos, electronic media files, cloud/internet based list-service, intranet, internet based and accessed databases, computer media, email, webinars and other materials as may be modified, added to, replaced or supplemented by us from time to time in our discretion, whether by way of supplements, replacement pages, franchise bulletins, or other official pronouncements or means.

"**Owner**" refers to and means collectively, individually and jointly: (a) the officers and directors of Master Franchisee (including the officers and directors of any general partner of Master Franchisee) who hold an ownership interest in Master Franchisee; (b) the managing member or manager of Master Franchisee, if Master Franchisee is a limited liability company; and (c) all holders of a five (5%) percent or more direct or indirect ownership interest in Master Franchisee and/or of any entity directly or indirectly controlling Master Franchisee. Master Franchisee's Owners are identified in Schedule 3 to the Master Franchise Agreement. If, for any reason you are not identified in Item 3 to the Master Franchise Agreement, you nevertheless represent that you are either an Owner or the Spouse of an Owner.

"**Post-Term Restricted Period**" refers to and means the three (3) year period after the earliest to occur of the following: (a) the expiration, without renewal, or termination of the Master Franchise Agreement for any reason; or (b) the date on which Master Franchisee Transfers the Master Franchise Agreement to another person or Corporate Entity. Provided however, that if a court of competent jurisdiction determines that this period of time is too long to be enforceable, then the "Post-Term Restricted Period" means the two (2) year period after the earliest to occur of the following: (a) the expiration or termination of the Master Franchise Agreement for any reason; or (b) the date on which Master Franchisee Transfers the Master Franchise Agreement to another person or Corporate Entity.

"**Prohibited Activities**" refers to and means any or all of the following: (a) owning and/or having any legal or equitable interest (whether as an individual proprietor, owner, partner, member or shareholder of a Corporate Entity, or in any similar capacity) in a Competitive Business (other than owning an interest of three percent (3%) or less in a publicly traded company that is a Competitive Business); (b) operating, managing, funding and/or performing services (whether as an employee, officer, director, manager, consultant, representative, agent, and/or creditor or in any similar capacity) for a Competitive Business; (c) diverting or attempting to divert any business or customers from us (or one of our affiliates or franchisees); and/or (d) inducing (i) any of our employees or managers (or those of our affiliates or franchisees) to leave their position with us, or (ii) any customer, franchisee, or prospective franchisee of ours (or of one of our affiliates or franchisees) or of Master Franchisee

to any other person business or franchise system other than that of a GH Business and/or GH Master Franchise Business. You agree that if you were to engage in the Prohibited Activities that such actions would be unfair, would constitute unfair competition and would cause harm to us, the System and other GH Business Master Franchisees.

"**Restricted Territory**" refers to and means the geographic area: (a) comprising the Master Franchise Territory, and (b) a twenty-five (25) mile radius surrounding the Master Franchise Territory.

"**Spouse**" refers to and means, as of the Effective Date, the legal spouse of an Owner.

"**System**" shall have the meaning set forth in the Recitals and shall further refer to and shall further refer to and means our standards, specifications, operating requirements and criteria respecting the development and operation of a Master Franchise Business.

"**System Equipment and Supplies**" refers to and means the equipment and supplies designated by us as required for use in connection with the Master Franchise Business and GH Businesses. Without limitation to the foregoing, the System Equipment and Supplies shall include branded, non-branded and third-party branded equipment and supplies designated by us for use in the day-to-day operations of the Franchised Business and GH Businesses: products, building equipment, building supplies, building designs, installation kits, uniforms, stationary, sales slips, receipts, customer notices and other forms and materials, designated by us in the Operations Manual and/or otherwise in writing and, as may be modified and supplemented by us from time to time in our Reasonable Business Judgment. System Equipment and Supplies shall further include those products that we authorize for sale to customers of GH Businesses.

"**System Services and Products**" refers to and means those products and services that we authorize GH Business Franchisees to offer, sell and provide form GH Businesses. We shall exclusively designate and determine the System Services and Products and Franchisor, in our discretion, may change, modify, reduce or supplement the System Services and Products that must be offered and sold by GH Businesses.

"**System Website**" refers to and means the web page and/or pages located on the world wide web at the www.greenhomesaustralia.com.au URL (uniform resource locator) and shall further include all webpages and subdomains relating to GH Businesses and/or the promotion, marketing and sale of GH Business franchises.

"**Trade Dress**" refers to and means the designs, images, marketing materials, packaging, branding and/or branding images that we authorize and require Master Franchisee to use in connection with the operation of the Franchised Business and/or by GH Businesses, and as may be revised and further developed by us from time to time.

"**Transfer**" refers to and means a transfer, sale and/or assignment whether legally, equitably or otherwise.

3. Additional Acknowledgments by You.

In addition to the representations and acknowledgments contained in the Recitals and Representations, above, and incorporated into this Agreement, you acknowledge and represent that:

(a) as of the Effective Date you are an Owner and/or Spouse;

(b) that you are signing this Agreement in your individual capacity and that you are bound to the terms and conditions of this Agreement and irrespective of any change in your status as an Owner and/or Spouse;

(c) in your capacity as an Owner of Master Franchisee or as the Spouse of an Owner of Master Franchisee that you have and will be gaining access to, among other things, the System and Intellectual Property;

(d) you acknowledge that all of the components and aspects of the System and Intellectual Property (both individually and as they relate to one another collectively) are critical to our success as the franchisor of the System and to the overall System;

(e) you acknowledge that we need to protect the System and Intellectual property and that to do so we require that you, in your individual capacity, to agree to the brand protection, non-competition and other covenants and restrictions contained in this Agreement and that you personally guarantee the financial and other obligations of Master Franchisee to us; and

(f) you acknowledge that the terms of this Agreement are fair and reasonable and that you have elected, based on your own decision, to enter into this Agreement to induce us to enter into the Master Franchise Agreement with Master Franchisee.

4. Intellectual Property, Brand Protection and Non-Competition Covenants and Restrictions.

(a) Know-How. You agree that: (i) you will not use the Know-How in any business or capacity other than the Franchised Business; (ii) you will maintain the confidentiality of the Know-How at all times; (iii) you will not make unauthorized copies of documents containing any Know-How; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Know-How; and (v) you will stop using the Know-How immediately if you are no longer an Owner of Master Franchisee or your Spouse is no longer an Owner of Master Franchisee, as applicable. You will not use the Intellectual Property for any purpose other than the development and operation of the Franchised Business pursuant to the terms of the Master Franchise Agreement and Operations Manual. You agree to assign to us or our designee, without charge, all rights to any Improvement developed by you, including the right to grant sublicenses. If applicable law precludes you from assigning ownership of any Improvement to us, then such Improvement shall be perpetually licensed by you to us free of charge, with full rights to use, commercialize, and sublicense the same.

(b) Non-Competition During Franchise Relationship. Subject to the terms and conditions of Article 5 of this Agreement, below, you represent, acknowledge and agree that while you are an Owner of Master Franchisee or while your Spouse is an Owner of Master Franchisee (as applicable) that you will not engage in any Prohibited Activities. You acknowledge and agree that this restriction is fair and reasonable and that if you did engage in a Prohibited Activity that such actions would constitute acts of unfair competition and will irreparably harm us and the System.

(c) Non-Competition After Franchise Relationship. You represent, acknowledge and agree that during the Post-Term Restricted Period you will not engage in any Prohibited Activities; provided, however, that the Prohibited Activity relating to having an interest in a Competitive Business will only apply with respect to a Competitive Business that is located within and/or relates, in any way, to the Restricted Territory. If you engage in any Prohibited Activities during the Restricted Period, then you agree that your Restricted Period will be extended by the period of time during which you were engaging in the prohibited activity (any such extension of time will not be construed as a waiver of your breach or otherwise impair any of our rights or remedies relating to your breach). You agree that this restriction is fair and reasonable and that if you did engage in a Prohibited

Activity that such actions would constitute acts of unfair competition and will irreparably harm us and the System.

(d) Confidentiality Restrictions. You agree that, at all times you: (i) shall not use the Confidential Information in any business or capacity other than the Franchised Business; (ii) shall maintain the confidentiality of the Confidential Information; (iii) shall not make unauthorized copies of documents containing any Confidential Information; (iv) shall take such reasonable steps as we may ask of you and/or Master Franchisee from time to time to prevent unauthorized use or disclosure of the Confidential Information; (v) shall immediately and permanently stop using the Confidential Information upon the expiration or termination of the Master Franchise Agreement; (vi) shall immediately and permanently stop using the Confidential Information if you are no longer an Owner of Master Franchisee and/or the Spouse of an Owner; (vii) shall immediately and permanently stop using the Confidential Information upon Master Franchisee's Transfer of the Master Franchise Agreement; and (viii) shall not disclose the Confidential Information to any third party except in a legal proceeding pursuant to an order of a court of competent jurisdiction and after affording us no less than fifteen (15) business days prior notice and an opportunity for us, at our election, to appear in such action.

(e) Immediate Family Members. You agree that should you circumvent the purpose and protections (due to us) of this Agreement by disclosing Know-How to an immediate family member (*i.e.*, parent, sibling, child, or grandchild) we will and the System will be irreparably harmed. You acknowledge that if you did disclose the Know-How to an immediate family member and your immediate family member used the Know-How to engage in activities that, for you, qualify as Prohibited Activities as defined above, that we and the System will be irreparably harmed. You agree that as between you and us that you are in a better position to know if you permitted and/or provide an immediate family member with access to the Know-How. Therefore, you agree that you will be presumed to have violated the terms of this Agreement if any member of your immediate family (i) engages in any Prohibited Activities during any period of time during which you are prohibited from engaging in the Prohibited Activities or (ii) uses or discloses the Know-How. However, you may rebut this presumption by providing evidence conclusively demonstrating that you did not disclose the Know-How nor permit disclosure of the Know-How to the family member.

(f) Reasonableness of Covenants and Restrictions. You agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE.** Although you and we both believe that the covenants in this Agreement are reasonable in terms of scope, duration and geographic are, we may at any time unilaterally modify the terms of this Article 4 (Intellectual Property, Brand Protection and Non-Competition Covenants and Restrictions) by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, shortening the duration of the Restricted Period, reducing the geographic scope of the Restricted Territory and/or reducing the scope of any other covenant imposed upon you under this Article 4 to ensure that the terms and covenants are enforceable under applicable law.

(g) Breach. You agree that failure to comply with these Article 4 Intellectual Property, Brand Protection and Non-Competition Covenants and Restrictions will cause irreparable harm to us and/or other GH Business Franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of these covenants will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon

hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed $1,000. None of the remedies available to us under this Article are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages.

5. Transfer Restrictions and Non-Competition Covenants and Restrictions.

Notwithstanding anything contained in this Agreement to the contrary, you expressly acknowledge and agree that if you are an Owner, and/or the Spouse of an Owner, that, prior to Transferring, as an Owner, equity and/or ownership interests in Master Franchisee that, among other things, Master Franchisee must notify us and obtain our written consent. Likewise, you agree that under the Master Franchise Agreement that prior to Master Franchisee's Transfer of the Master Franchise Agreement, among other things, Master Franchisee must notify us and obtain our written consent. For our protection and to prevent the subversion of the non-competition covenants contained in Article 4(b) of this Agreement and, to induce us to enter into the Master Franchise Agreement with Master Franchisee, you agree, that:

(a) if you are an Owner, should Master Franchisee fail to properly and timely notify us in writing of the proposed Transfer of your equity and/or ownership interests in Master Franchisee and/or should Master Franchisee, fail to obtain our consent to the proposed Transfer of your equity and/or ownership interests in Master Franchisee (which we may either reject or approve, in accordance with the terms and conditions of the Master Franchise Agreement), you shall remain subject to the non-competition covenants contained in Article 4(b) of this Agreement and irrespective of any purported and/or actual Transfer in violation of the terms and conditions of the Master Franchise Agreement;

(b) if you are a Spouse, should Master Franchisee fail to properly and timely notify us in writing of the proposed Transfer of your Spouse's equity and/or ownership interests in Master Franchisee and/or should Master Franchisee, fail to obtain our consent to the proposed Transfer of your Spouse's equity and/or ownership interests in Master Franchisee (which we may either reject or approve, in accordance with the terms and conditions of the Master Franchise Agreement), you shall remain subject to the non-competition covenants contained in Article 4(b) of this Agreement and irrespective of any purported and/or actual Transfer in violation of the terms and conditions of the Master Franchise Agreement;

(c) if you are an Owner, should Master Franchisee fail to properly and timely notify us in writing of the proposed Transfer of the Master Franchise Agreement to a third party and/or should Master Franchisee, fail to obtain our consent to the proposed Transfer of the Master Franchise Agreement to a third party (which we may either reject or approve, in accordance with the terms and conditions of the Master Franchise Agreement), you shall remain subject to the non-competition covenants contained in Article 4(b) of this Agreement and irrespective of any purported and/or actual Transfer in violation of the terms and conditions of the Master Franchise Agreement; and

(d) if you are the Spouse of an Owner, should Master Franchisee fail to properly and timely notify us in writing of the proposed Transfer of the Master Franchise Agreement to a third party and/or should Master Franchisee, fail to obtain our consent to the proposed Transfer of the Master Franchise Agreement to a third party (which we may either reject or approve, in accordance with the terms and conditions of the Master Franchise Agreement), you shall remain subject to the non-competition covenants contained in Article 4(b) of this Agreement and irrespective of any purported and/or actual Transfer in violation of the terms and conditions of the Master Franchise Agreement.

6. Personal Guaranty of Master Franchise Agreement and Financial Obligations.

To secure Master Franchisee's financial obligations under the Master Franchise Agreement and all ancillary agreements executed by Master Franchisee in connection with the Master Franchise Agreement (collectively the "Ancillary Agreements") you individually, jointly and severally, and personally and unconditionally:

(a) guarantee to us and our successor and assigns, that Master Franchisee shall punctually satisfy and pay all of Master Franchisee's payment and other obligations under the Master Franchise Agreement;

(b) guarantee to us and our successor and assigns, that Master Franchisee shall punctually satisfy and pay all of Master Franchisee's payment and other obligations under the Master Franchise Agreement and all Ancillary Agreements;

(c) agree, at all times, to be personally bound by and personally liable for each and every fee, payment and monetary obligation due from Master Franchisee to us and/or our affiliates under the Master Franchise Agreement and all Ancillary Agreements; and

(d) do, at all times, hereby personally guarantee payment of each and every fee, payment and monetary obligation due or that may become due from Master Franchisee to us pursuant to the terms of the Master Franchise Agreement and all Ancillary Agreements.

You waive: (a) acceptance and notice of acceptance by us of the foregoing undertakings; (b) notice of demand for payment of any indebtedness guaranteed; (c) protest and notice of default to any party with respect to the indebtedness guaranteed; (d) any right you may have to require that an action be brought against Master Franchisee or any other person as a condition of liability; and (e) the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness hereby guaranteed.

You agree that: (a) your direct and immediate liability under this guaranty shall be joint and several with Master Franchisee and all other signatories to this Agreement; (b) you will render any payment required under the Master Franchise Agreement and the Ancillary Agreements upon demand if Master Franchisee fails or refuses punctually to do so; (c) your liability shall not be contingent or conditioned upon pursuit by us of any remedies against Master Franchisee or any other person; and (d) liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence that we may grant to Master Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guarantee, which shall be continuing and irrevocable during the term of each of the Master Franchise Agreement and the Ancillary Agreements and following the termination, expiration or Transfer of each of the Master Franchise Agreement and the Ancillary Agreements to the extent any financial obligations under any such Master Franchise Agreement and Ancillary Agreements survive such termination, expiration or Transfer. This guaranty will continue unchanged by the occurrence of any bankruptcy with respect to Master Franchisee or any assignee or successor of Master Franchisee or by any abandonment of one or more of the Master Franchise Agreement and/or and Ancillary Agreements by a trustee of Master Franchisee. Neither your obligation to make payment in accordance with the terms of this undertaking nor any remedy for enforcement shall be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Master Franchisee or its estate in bankruptcy or of any remedy for enforcement, resulting from the operation of any present or future provision of the U.S. Bankruptcy Act or other statute, or from the decision of any court or agency.

7. Dispute Resolution.

Any dispute between the parties relating to this Agreement shall be brought in accordance with the dispute resolution procedures set forth in the Master Franchise Agreement. Notwithstanding the foregoing, if any of the dispute resolution procedures set forth in the Master Franchise Agreement conflict with any of the terms of this Agreement, the terms of this Agreement shall prevail. **You acknowledge and agree that a breach of this**

Agreement by you shall constitute a material event of default under the Master Franchise Agreement, permitting us to terminate the Master Franchise Agreement in accordance with the terms thereof.

8. Miscellaneous.

(a) If either party hires an attorney or files suit against the other party in relating to and alleging a breach of this Agreement, the losing party agrees to pay the prevailing party's reasonable attorneys' fees and costs incurred in connection with such breach.

(b) This Agreement will be governed by, construed and enforced under the laws of Delaware and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

(c) Any claim, defense or cause of action that you may have against us or against Master Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

(d) Each section of this Agreement, including each subsection and portion thereof, is severable. In the event that any section, subsection or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration and geographic area.

(e) You agree that we may deliver to you any notice or other communication contemplated by this Agreement in the same manner and to the same address listed in the notice provisions of the Master Franchise Agreement and any such delivery shall be deemed effective for purposes of this Agreement. You may change the address to which notices must be sent by sending us a written notice requesting such change, which notice shall be delivered in the manner and to the address listed in the Master Franchise Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date or dates set forth below.

Owner / Spouse:	**Owner / Spouse:**
_____	_____
Signature of Owner / Spouse	Signature of Owner / Spouse
_____	_____
Name (please print)	Name (please print)
Date _____	Date _____

Signature of Owner / Spouse

Signature of Owner / Spouse

Name (please print)

Name (please print)

Dated _____

Dated _____

GH Business Master Franchise Agreement
EXHIBIT 2
JOINDER AGREEMENT

JOINDER AGREEMENT

Without limitation to the "Franchise Owner and Spouse Agreement and Guaranty" and to induce Green Homes USA, Franchising, LLC. to enter into the GH Business Master Franchise Agreement with _____, as Master Franchisee (the "Master Franchise Agreement"), the undersigned individuals do hereby agree to be individually, jointly and severally bound by and to each and every term, provision, covenant and obligation set forth in the Master Franchise Agreement as if each of the undersigned personally signed the Master Franchise Agreement as the Master Franchisee.

In the event of any conflict between the terms of this Joinder agreement and the "Franchise Owner and Spouse Agreement and Guaranty" agreement, the terms of the "Franchise Owner and Spouse Agreement and Guaranty" agreement shall take precedence and govern.

_____	_____
Signature	Signature
_____	_____
Name (please print)	Name (please print)
Dated _____	Dated _____

GH Business Master Franchise Agreement
EXHIBIT 3
CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") is entered into by the undersigned ("you") in favor of Green Homes USA, Franchising, LLC, a Delaware limited liability company, and its successors and assigns ("us", "our", or "we"), upon the terms and conditions set forth below. Each signatory to this Agreement is referred to as "you".

Recitals and Representations

WHEREAS, you are or are about to be an employee, independent contractor, officer and/or director of a of a GH master franchise (the "Master Franchisee") in connection with the Master Franchisees operation of a business that engages in (a) the promotion and marketing of GH franchises, (b) the qualification of prospective GH franchisees, and (c) the training and support of GH franchisees;

WHEREAS, this Agreement is not an employment agreement and we are not your employer;

WHEREAS, in the course of your employment and/or association with our Master Franchisee, you may gain access to our Intellectual Property, Know-How and System (terms that are defined below in this Agreement) and you understand that it is necessary for us to protect our Intellectual Property, Know-How and System; and

WHEREAS, you understand that Intellectual Property, our System and Know-How are critical to the success of our System, our franchise sales processes and prospects, and to the success of the Master Franchisee.

NOW THEREFORE, you acknowledge and agree as follows:

1. Recitals and Representations. You agree that the foregoing Recitals and Representations are true and accurate and shall constitute a part of this Agreement and are hereby incorporated into the main body of this Agreement.

2. Definitions. Supplementing the definitions contained in the Recitals and Representations, the following terms have the meanings given to them below:

"Business Management System" refers to and means the software, internet, web based and/or cloud based system or systems, and customer relationship management system or systems as same may be individually or collectively designated by us, in our discretion, as being required for use in the Master Franchise Business, including, but not limited to, the day-to-day management and performance of the Master Franchisee Services. Without limitation to the foregoing, the Business Management System may include web based, private server based, network based and/or cloud based systems. At all times we shall possess direct live access and storage based access to the Business Management System for the Master Franchise Business and to Master Franchisee's Business Management System Data.

"Business Management System Data" refers to and means the forms, data, tools, customer information, inventory and sales information that: (a) is pre-populated or entered into the Business Management System utilized by Master Franchisee; (b) is entered (whether by us or Master Franchisee) into the Business Management System; (c) is recorded, stored and/or maintained by the Business Management System in connection with the management and operations of the Master Franchise Business.

"**Confidential Information**" refers to and means all of our and/or our affiliates trade secrets, methods, standards, techniques, procedures, data and information, as same may exist as of the Effective Date of this Agreement and as same may be developed, modified and supplemented in the future, constituting and comprising: (a) methods, specifications, standards, policies, procedures, information, concepts, programs and systems relating to the development, establishment, marketing, promotion and operation of the Master Franchise Business; (b) methods, specifications, standards, policies, procedures, information, concepts, programs and systems relating to the development, establishment, marketing, promotion and operation of GH Businesses; (c) information concerning franchisee and prospective franchisee consumer preferences for GH Business franchises, and specifications for and knowledge of suppliers of certain materials, franchise sales marketing strategies, budgets, marketing channels, sales data; (d) information concerning consumer preferences for services, products, materials and supplies used or sold by, and specifications for and knowledge of suppliers of certain materials, equipment, products, supplies and procedures used or sold by GH Businesses; (e) information concerning GH Business Franchisees, prospective GH Business Franchisees, email lists, database lists, product sales, operating results, financial performance and other financial data of GH Businesses and/or the Master Franchise Business; (f) customer lists and information related to GH Businesses and/or the Master Franchise Business; (g) Business Management System Data; (h) recipes; (i) current and future information contained in the Operations Manual; and (j) Know-How.

"**Copyrights**" refers to and means all works and materials for which we or any affiliate of ours has secured common law or registered copyright protection and we utilize and/or allow GH Business Franchisees and/or Master Franchisees to use, sell or display in connection with the development, marketing and/or operation of a GH Business and/or Master Franchise Business, whether as of the Effective Date of this Agreement or any time in the future.

"**Digital Media**" refers to and means any interactive or static electronic document, application or media that is connected to and/or in a network of computers, servers and/or other devices linked by communications software, part of the world wide web (including, but not limited to websites), linked by the internet or part of a web based application, software application, smart phone based application or social media platform including, but not limited to social media platforms and applications such as Facebook, LinkedIn, Twitter, Pinterest, Instagram, Snap Chat, YouTube, and Google+, and world wide web and internet based directories and local directories that refers, references, identifies, reviews, promotes and/or relates, in any way, to, GH Businesses, the Master Franchise Business, the Licensed Marks, the System and/or us. Digital Media further includes the System Website, web pages and website subdomains (including those related to, associated with and/or a part of the System Website) associated with and/or related to the Master Franchise Business and all web pages, blog posts, videos, articles, social media accounts and pages, website directory pages, information, sub-domains and all other media and/or publications relating to the System that is displayed and/or transmitted digitally.

"**Intellectual Property**" means, individually and collectively, our Licensed Marks, Copyrights, Know-How and System.

"**Know-How**" refers to means our trade secrets and proprietary information relating to the development, establishment, marketing, promotion and/or operation of a GH Business and/or Master Franchise Business including, but not limited to, methods, techniques, recipes, specifications, food preparation, procedures, policies, marketing strategies and information reflected in, included in, comprising and/or constituting a part of the System. Without limitation to the foregoing, Know-How shall further include information contained in the Operations Manual and the Confidential Information.

"**Licensed Marks**" shall have the meaning set forth in the Recitals and shall further refer to and means such service marks, trademarks, trade dress, trade names, logos, commercial symbols and all configurations and derivations thereof, as may presently exist, or which may be modified, changed, or acquired by us or our

affiliates, in connection with the development and operation of GH Businesses and/or otherwise designated by us to be used in conformity with the System.

"**Operations Manual**" refers to and means, individually and collectively, the manual(s) designated by us and relating to the development and/or operations of a Master Franchise Business and/or GH Businesses including, but not limited to, the policies, procedures and requirements for the development and operation of Master Franchise Businesses. The Operations Manual may consist of one of more volumes, handbooks, manuals, written materials, videos, electronic media files, cloud/internet based list-service, intranet, internet based and accessed databases, computer media, email, webinars and other materials as may be modified, added to, replaced or supplemented by us from time to time in our discretion, whether by way of supplements, replacement pages, franchise bulletins, or other official pronouncements or means.

"**System**" means our standards, specifications, operating requirements and criteria respecting the development and operation of a Master Franchise Business.

"**System Equipment and Supplies**" refers to and means those food, ingredients (including raw, partially prepared and prepared seasonings, sauces, mixes and food products used to prepare the System Services and Products), supplies and equipment including, but not limited to, branded packaging, paper goods, materials, uniforms, displays, menu boards and merchandise, designated by us in writing and as may be modified and supplemented by us from time to time in our discretion. We possess the sole discretion and authority to designate suppliers of System Equipment and Supplies

"**System Services and Products**" refers to and means those products and services that we authorize GH Business Franchisees to offer, sell and provide form GH Businesses. We shall exclusively designate and determine the System Services and Products and we, in our discretion, may change, modify, reduce or supplement the System Services and Products that must be offered and sold by GH Businesses and those products and services that may not be sold by the Master Franchise Business.

"**System Website**" refers to and means the web page and/or pages located on the world wide web at the www.greenhomesaustralia.com.au URL (uniform resource locator) and shall further include all webpages and subdomains relating to GH Businesses and/or the promotion, marketing and sale of GH Business franchises.

"**Trade Dress**" refers to and means the designs, images, marketing materials, packaging, branding and/or branding images that we authorize and require Master Franchisee to use in connection with the operation of the Franchised Business and/or by GH Businesses, and as may be revised and further developed by us from time to time.

3. Additional Acknowledgments by You.

In addition to the representations and acknowledgments contained in the Recitals and Representations, above, you acknowledge and represent that we need to protect the System and Intellectual property and that to do so we require that you, in your individual capacity, agree to the brand protection, non-competition and other covenants and restrictions contained in this Agreement. You acknowledge that the terms of this Agreement are fair and reasonable.

4. Know-How and Intellectual Property Protection.

You agree that:

(a) you will not use the Know-How and/or Intellectual Property in any business or capacity other than the Master Franchise Business;

(b) you will maintain the confidentiality of the Know-How and Intellectual Property at all times;

(c) you will not make unauthorized copies of documents containing any Know-How and/or the Intellectual Property;

(d) you will take such reasonable steps as Master Franchisee may ask of you from time to time to prevent unauthorized use or disclosure of the Know-How and/or Intellectual Property; and

(e) you will stop using the Know-How and Intellectual Property immediately if you are no longer an employee, independent contractor, officer and/or director of Master Franchisee. You will not use the Know-How and/or Intellectual Property for any purpose other than for the performance of your duties on behalf of Master Franchisee and in accordance with the scope of your engagement and/or employment with Master Franchisee.

5. Reasonableness of Covenants and Restrictions.

You acknowledge and agree that the terms of this Agreement are reasonable and fair and that you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE.**

6. Breach.

You agree that failure to comply with the terms of this Agreement will cause irreparable harm to us, Master Franchisee and GH franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of these covenants will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed $1,000. None of the remedies available to us under this Article are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages.

7. Miscellaneous.

(a) If we hire an attorney or files suit against you because you have breached this Agreement and if we prevail in such lawsuit, you agree to pay the reasonable attorney fees and costs that we incur.

(b) This Agreement will be governed by, construed and enforced under the laws of California and the courts in that state shall have exclusive jurisdiction over any legal proceedings arising out of this Agreement.

(c) Each section of this Agreement, including each subsection and portion thereof, is severable. In the event that any section, subsection or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration and geographic area.

(d) YOU ACKNOWLEDGE THAT THIS IS NOT AN EMPLOYMENT AGREEMENT AND THAT THERE IS NOT AND SHALL NEVER BE AN EMPLOYER – EMPLOYEE RELATIONSHIP

BETWEEN YOU AND US. YOUR RELATIONSHIP WITH FRANCHISEE (INCLUDING YOUR EMPLOYMENT RELATIONSHIP, THE TERMS OF YOUR EMPLOYMENT AND THE CREATION AND/OR TERMINATION OF SUCH EMPLOYMENT RELATIONSHIP) IS AND SHALL BE EXCLUSIVELY CONTROLLED BETWEEN YOU AND FRANCHISEE. WE ARE NOT A JOINT EMPLOYER AND THERE IS NO EMPLOYMENT RELATIONSHIP BETWEEN YOU AND US. THIS AGREEMENT RELATES, EXCLUSIVELY, TO BRAND PROTECTION.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date or dates set forth below.

Dated: _____

Restricted Party:

_____
Signature

_____
Name (please print)

WITNESS ONLY: The Undersigned Affirms that he/she witnessed the person named above (the "Restricted Party") sign and execute this Agreement:

_____
Signature of Witness

_____
Name of Witness

Dated _____

FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT F
LIST OF FRANCHISEES

FRANCHISEES			
State	Business Address	Franchisee	Phone Number
New York	The State of New York (Outlet Not Yet Open)	Andrew Mason	amason@unitedrestoration.com

FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT G
LIST OF FRANCHISEES THAT HAVE LEFT THE SYSTEM

There are No Franchisees Requiring Disclosure

FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT H
STATE SPECIFIC ADDENDUM

CALIFORNIA DISCLOSURE
CALIFORNIA ADDENDUM TO
Green Homes USA, Franchising, LLC Franchise Disclosure Document

a. 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.

b. The franchisor, any person or franchise broker in Item 2 of the FDD is (or not) subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a *et seq.*, suspending or expelling such persons from membership in such association or exchange.

c. California Business and Professions Code 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.

d. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law. (11 U.S.C.A. Sec. 101 et seq.).

e. The franchise agreement contains a covenant not to compete, which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

f. The Franchise Agreement requires litigation to be conducted in a court located within the State of Delaware.

g. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professional 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.

h. The franchise agreement requires application of the laws of the State of Delaware.

i. 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.

j. You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 Through 31516). Business and Professions Code Section 20010 Voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043.

k. ITEM 6: The highest interest rate allowed by law in the State of California is ten (10%) percent.

l. ITEM 17: California Business and Professions Code Sections 2000 to 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

m. The following URL address is for the franchisor's website: www.greenhomesaustralia.com.au.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT WWW.DBO.CA.GOV.

n. This Addendum shall be effective only to the extent that the jurisdictional requirements of the California Franchise Investment Law are met independently with respect to such provision, without reference to this Addendum to the Franchise Disclosure Document.

Connecticut Disclosure
CONNECTICUT ADDENDUM TO
Green Homes USA, Franchising, LLC Franchise Disclosure Document

AMENDMENT OF FDD DISCLOSURES:

Item 3, "Litigation", Item 3 is hereby supplemented by the addition of the following statements incorporated at the beginning of the Item 3:

a. Neither the Franchisor nor any person identified in Items 1 or 2 above has any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law, securities law, misappropriation of property or comparable allegations.

b. Neither the Franchisor nor any other person identified in Items 1 or 2 above has during the ten (10) year period immediately preceding the date of this Disclosure Document, been convicted of a felony or pleaded nolo contendere to a felony charge or been held liable in any civil action by final judgment, or been the subject of any material complaint or other legal proceeding where a felony, civil action, complaint or other legal proceeding involved violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law, securities law, misappropriation of property or comparable allegations or which was brought by a present or former purchaser-investor or which involves or involved the business opportunity relationship.

c. Neither the Franchisor nor any person identified in Items 1 or 2 above is subject to any currently effective injunctive or restrictive order or decree relating to the franchise, or under any federal, state or Canadian franchise, securities, business opportunity, antitrust, trade regulation or trade practice law as a result of concluded or pending action or proceeding brought by a public agency, or is a party to a proceeding currently pending in which an order is sought, relating to or affecting business opportunity activities or the seller-purchaser-investor relationship, or involving fraud, including, but not limited to, a violation of any business opportunity law, franchise law, securities law or unfair or deceptive practices law, embezzlement, fraudulent conversion, misappropriation of property or restraint of trade.

d. Neither Company 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 & Exchange Act of 1934) suspending or expelling these persons from membership in the association or exchange.

Item 4, "Bankruptcy", Item 4 is hereby supplemented by the addition of the following statements incorporated at the beginning of the Item 4:

No entity or person listed in Items 1 and 2 of this Disclosure Document has, at any time during the previous ten (10) fiscal years (a) filed for bankruptcy protection, (b) been adjudged bankrupt, (c) been reorganized due to insolvency, or (d) been a principal, director, executive officer or partner of any

other person that has so filed or was adjudged or reorganized, during or within one year after the period that the person held a position with the other person.

Hawaii Disclosure

HAWAII ADDENDUM TO
Green Homes USA, Franchising, LLC Franchise Disclosure Document

ADDITION TO FDD RECEIPT EXHIBIT "I"

The Receipt for this Disclosure Document (attached as Exhibit "I") is supplemented to add the following:

1. THIS FRANCHISE WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

2. THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS BEFORE THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS BEFORE THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

3. THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT AND THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Illinois Disclosure

ILLINOIS ADDENDUM TO
Green Homes USA, Franchising, LLC Franchise Disclosure Document

DISCLOSURE REQUIRED BY THE STATE OF ILLINOIS

THE REGISTRATION OF THIS BUSINESS OPPORTUNITY DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE STATE OF ILLINOIS. THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT HAS NOT BEEN VERIFIED BY THE STATE OF ILLINOIS. IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THIS INVESTMENT, SEEK PROFESSIONAL ADVICE BEFORE YOU SIGN A CONTRACT OR MAKE ANY PAYMENT. YOU ARE TO BE PROVIDED 14 BUSINESS DAYS TO REVIEW THIS DOCUMENT BEFORE SIGNING ANY CONTRACT OR AGREEMENT OR MAKING ANY PAYMENT TO THE SELLER OR THE SELLER'S REPRESENTATIVE.

a. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," Item 17 is amended and supplemented, as follows:

- Illinois Franchise Disclosure Act of 1987, 815 ILCS 705/19 to 705/20, provides rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

- The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

- The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under Illinois law.

b. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," Item 17 is hereby amended by deleting "t", "v", "w" and the following new "t", "v", "w" shall be substituted in lieu thereof in Item 17:

Provision	Section in Franchise or other Agreement	Summary
t. Integration / Merger Clause	Section 14.13	Only the terms of the Franchise Agreement are binding (subject to this Disclosure Document and applicable federal and/or FTC law). Any other promises may not be enforceable. See, Illinois Franchise Agreement Amendment.
v. Choice of Forum	Section 14.7	The foregoing choice of forum should not be considered as a waiver of any right conferred upon the franchisor or the franchisee by Illinois Law, which claims shall be brought exclusively in the State and Federal Courts of Illinois. See, Illinois Franchise Agreement Amendment.
w. Choice of law	Section 14.6	The foregoing choice of law should not be considered as a waiver of any right conferred upon the franchisor or the franchisee by Illinois Law. See, Illinois Franchise Agreement Amendment.

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of Illinois and federal laws (such as 14 Illinois Administrative Code 200.100 et seq., Illinois Franchise Disclosure Act of 1987, 815 ILCS 705/4, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of Illinois.

The franchise agreement requires application of the laws of the State of Delaware. This provision may not be enforceable under Illinois law. 14 Ill. Admin. Code 200.608; 815 ILCS 705/4. This Addendum shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently with respect to such provision, without reference to this Addendum to the Franchise Disclosure Document.

Indiana Disclosure

INDIANA ADDENDUM TO
Green Homes USA, Franchising, LLC Franchise Disclosure Document

AMENDMENT OF FDD DISCLOSURES:

a. Item 8, "Restrictions on Sources of Products and Services", Item 8 is hereby amended and supplemented by the addition of the following disclosure:

Under Indiana Code Section 23-2-2.7-1(4), the franchisor will not obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted by the franchisee.

b. Item 6, "Other Fees" and Item 9, "Franchisee's Obligations", are hereby amended and supplemented, as follows:

The franchisee will not be required to indemnify franchisor for any liability imposed upon franchisor as a result of franchisee's reliance upon or use of procedures or products that were required by franchisor, if the procedures or products were utilized by franchisee in the manner required by franchisor.

c. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," Item 17 is hereby amended and supplemented, as follows:

Indiana Code 23-2-2.7-1(7) makes unlawful unilateral termination of a franchise unless there is a material violation of the Franchise Agreement and termination is not in bad faith.

Indiana Code 23-2-2.7-1(5) prohibits a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Law.

ITEM 17(r) is amended subject to Indiana Code 23-2-2.7-1(9) to provide that the post-term non-competition covenant shall have a geographical limitation of the territory granted to Franchisee.

ITEM 17(v) is amended to provide that Franchisees will be permitted to commence litigation in Indiana for any cause of action under Indiana Law.

ITEM 17(w) is amended to provide that in the event of a conflict of law, Indiana Law governs any cause of action that arises under the Indiana Disclosure Law or the Indiana Deceptive Franchise Practices Act.

d. This Addendum shall be effective only to the extent that the jurisdictional requirements of the Indiana Code are met independently with respect to such provision, without reference to this Addendum to the Franchise Disclosure Document.

Maryland Disclosure
MARYLAND ADDENDUM TO
Green Homes USA, Franchising, LLC Franchise Disclosure Document

AMENDMENT OF FDD DISCLOSURES:

Item 17, "Renewal, Termination, Transfer and Dispute Resolution," Item 17 is hereby amended and supplemented, as follows:

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

(b) A Franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

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

(d) In the event of a conflict of laws if required by the Maryland Franchise Registration and Disclosure Law, Maryland law shall prevail.

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

Michigan Disclosure
MICHIGAN ADDENDUM TO
Green Homes USA, Franchising, LLC Franchise Disclosure Document

AMENDMENT OF FDD DISCLOSURES:

a. 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.

i) A prohibition of your right to join an association of Franchisees.

ii) A requirement that you assent to a release, assignment, novation, waiver or estoppel that deprives you of rights and protections provided in this act. This shall not preclude you, after entering into a Franchise Agreement, from settling any and all claims.

iii) A provision that permits us to terminate a franchise before the expiration of this term except for good cause. Good cause shall include your failure to comply with any lawful provision of the Franchise Agreement and to cure the failure after being given written notice of the failure and a reasonable opportunity, which in no event need be more than 30 days, to cure the failure.

iv) A provision that permits us to refuse to renew a franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures and furnishings. Personalized materials that have no value to us and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (a) the term of the franchise is less than 5 years, and (b) you are prohibited by the franchise agreement or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or you do not receive at least 6 months advance notice of our intent not to renew the franchise.

v) A provision that permits us to refuse to renew a franchise on terms generally available to other Franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

- A provision requiring that litigation be conducted outside this state. This shall not preclude you from entering into an agreement, at the time of litigation, to conduct litigation at a location outside this state.

- A provision that permits us to refuse to permit a transfer of ownership of a franchise, except for good cause. The subdivision does not prevent us from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

  - The failure of the proposed transferee to meet our then-current reasonable qualifications or standards.

  - The fact that the proposed transferee is our or Sub-franchisor's competitor.

- The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

- Your or proposed transferee's failure to pay us any sums or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

- A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants us a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants us the right to acquire the assets of a franchise for the market or appraised value and has failed to cure the breach in the manner provided in ITEM 17 (g).

- A provision that permits us to directly or indirectly convey, assign or otherwise transfer our obligations to fulfill contractual obligations to you unless a provision has been made for providing the required contractual services.

b. If our most recent financial statements are unaudited and show a net worth of less than $100,000.00, you may request that we arrange for the escrow of initial investment and other funds you paid until our obligations, if any, to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At our option, a surety bond may be provided in place of escrow.

c. THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENFORCEMENT BY THE ATTORNEY GENERAL.

d. Any questions regarding this notice should be directed to: State of Michigan, Consumer Protection Division, Attention: Franchise Bureau, 670 Law Building, Lansing, MI 48913; telephone number (517) 373-3800.

Minnesota Disclosure
MINNESOTA ADDENDUM TO
Green Homes USA, Franchising, LLC Franchise Disclosure Document

ADDITIONAL RISK FACTORS:

1. THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

2. THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

AMENDMENT OF FDD DISCLOSURES:

a. Item 13, "Trademarks", Item 13 is hereby supplemented and amended by the inclusion of the following:

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

b. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," Item 17 is hereby amended and supplemented, as follows:

> - With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Agreement.
>
> - ITEM 17 shall not provide for a prospective general release of claims against us that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

- Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

New York Disclosure
NEW YORK ADDENDUM TO
Green Homes USA, Franchising, LLC Franchise Disclosure Document

ADDITIONAL RISK FACTORS

The FDD Cover page is amended to add the following risk factors:

1. INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A 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.

2. 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.

AMENDMENT OF FDD DISCLOSURES:

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 Franchise Disclosure Document for Green Homes USA, Franchising, LLC for use in the State of New York shall be amended as follows:

a. Item 3, "Litigation", Item 3 is hereby supplemented by the addition of the following statements incorporated at the beginning of the Item 3:

> Except as described below, neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises or licenses 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.
>
> Except as described below, neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises or licenses 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.

Except as described below, neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises or licenses 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.

Accordingly, other than the actions described below, no litigation is required to be disclosed in this Disclosure Document.

b. Item 4, "Bankruptcy", Item 4 is hereby supplemented by the addition of the following statements incorporated at the beginning of the Item 4:

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 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.

c. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," Item 17 is hereby amended by deleting "d", "j", "w" and the following new "d", "j", "w" shall be substituted in lieu thereof in Item 17:

Provision	Section in Franchise or other Agreement	Summary
d. Termination by franchisee	Section 12.2	Material default by us and compliance with post-termination obligations. Pursuant to New York General Business Law, the franchisee may terminate the Franchise Agreement upon any grounds available by law. No general release shall be required as a condition of renewal, termination and/or transfer that is intended to exclude claims arising under the New York General Business Law, Article 3, Sections 687.4 and 687.5.
j. Assignment of contract by us	Section 10.1	No restriction on our right to assign.

w. Choice of law	Section 14.6	Delaware law applies. The foregoing choice of law should not be considered as a waiver of any right conferred upon the franchisor or the franchisee by the General Business Law of the State of New York, Article 33.

d. Item 17(b), "Termination by Franchisee," Item 17(b), is supplemented to add the following statement to Item 17(b):

> No general release shall be required as a condition of renewal, termination and/or transfer that is intended to exclude claims arising under the New York General Business Law, Article 3, Sections 687.4 and 687.5.

e. Item 5, "Initial Fees," Item 5 is supplemented to add the following statement to Item 5:

> The Franchise Fee may be used to defray franchisor's costs in obtaining and screening franchisees, providing training, training materials and assisting in opening the franchised business.

f. Item 6, "Other Fees" and Item 11, "Franchisor's Assistance, Advertising, Computer Systems and Training", Items 6 and 11 of the Disclosure Document are amended to add the following:

> The franchisee will not be required to indemnify franchisor for any liability imposed on franchisor as a result of franchisee's reliance upon or use of procedures or products that were required by franchisor, if the procedures or products were utilized by franchisee in the manner required by franchisor.

g. There are circumstances in which an offering made by us would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if the franchisee is domiciled in New York or the franchise will be opened in New York. We are required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

h. Franchisor represents that this Disclosure Document does not knowingly omit anything or contain any untrue statements of a material fact.

i. This Addendum shall be effective only to the extent that the jurisdictional requirements of the New York General Business Law and of the regulations promulgated thereunder are met independently with respect to such provision, without reference to this Addendum to the Franchise Disclosure Document.

North Dakota Disclosure
NORTH DAKOTA ADDENDUM TO
Green Homes USA, Franchising, LLC Franchise Disclosure
Document

AMENDMENT OF FDD DISCLOSURES:

a. Item 5, "Initial fees", is hereby amended and supplemented, as follows:

Refund and cancellation provisions will be inapplicable to franchises operating under North Dakota Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17. If franchisor elects to cancel this Franchise Agreement, franchisor will be entitled to a reasonable fee for its evaluation of you and related preparatory work performed and expenses actually incurred.

b. Item 6, "Other Fees", is hereby amended and supplemented, as follows:

No consent to termination or liquidated damages shall be required from franchisees in the State of North Dakota.

c. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," Item 17 is hereby amended and supplemented, as follows:

- Any provision requiring a franchisee to sign a general release upon renewal of the franchise agreement has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

- Any provision requiring a franchisee to consent to termination or liquidation damages has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

- Covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust and inequitable. Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.

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

- Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue in a forum outside of North Dakota is void with respect to any cause of action which is otherwise enforceable in North Dakota.

- Apart from civil liability as set forth in Section 51-19-12 of the N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents and it is unfair to franchise investors to require them to waive their rights under North Dakota Law.

- Any provision in the Franchise Agreement requiring that the Franchise Agreement be construed according to the laws of a state other than North Dakota are unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

- Any provision in the Franchise Agreement which requires a franchisee to waive his or her right to a jury trial has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

Rhode Island Disclosure
RHODE ISLAND ADDENDUM TO
Green Homes USA, Franchising, LLC Franchise Disclosure Document

AMENDMENT OF FDD DISCLOSURES:

Item 17, "Renewal, Termination, Transfer and Dispute Resolution," Item 17 is hereby amended and supplemented, as follows:

- The Rhode Island Franchise Investment Act, R.I. Gen. Law Ch. 395 Sec. 19-28.1-14 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 the Rhode Island Franchise Investment Act.

- Any general release as a condition of renewal, termination or transfer will be void with respect to claims under the Rhode Island Franchise Investment Act.

Virginia Disclosure

VIRGINIA ADDENDUM TO
Green Homes USA, Franchising, LLC Franchise Disclosure Document

Item 17, "Renewal, Termination, Transfer and Dispute Resolution," Item 17.h. is hereby amended and supplemented, as follows:

> Under 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 GH Business Franchise Agreement do 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 State Disclosure
WASHINGTON ADDENDUM TO
Green Homes USA, Franchising, LLC Franchise Disclosure Document

AMENDMENT OF FDD DISCLOSURES:

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

Item 17, "Renewal, Termination, Transfer and Dispute Resolution," Item 17 is hereby amended and supplemented, as follows:

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

(b) A general release or waiver of rights signed by you will not include rights under the Washington Franchise Investment Protection Act.

(c) Provisions that unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act including the right to a jury trial may not be enforceable.

(d) Transfer fees are collectable if they reflect our reasonable estimated or actual costs in effecting a transfer.

(e) The Franchise Agreement requires any litigation to be conducted in a state other than Washington; the requirement shall not limit any rights Franchisee may have under the Washington Franchise Investment Protection Act to bring suit in the State of Washington.

(f) The state of Washington has a statue, RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal 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 and renewal of your franchise.

(g) In any arbitration involving a franchise purchased in Washington, or in a place mutually agreed upon at the time of arbitration, or as determined by the arbitrator.

This Addendum shall be effective only to the extent that the jurisdictional requirements of the Washington Franchise Investment Protection Act is met independently with respect to such provision, without reference to this Addendum to the Franchise Disclosure Document.

Wisconsin Disclosure
WISCONSIN ADDENDUM TO
Green Homes USA, Franchising, LLC Franchise Disclosure Document

Item 17, "Renewal, Termination, Transfer and Dispute Resolution," Item 17 is hereby amended and supplemented, as follows:

The Wisconsin Fair Dealership Law Title XIV-A Ch. 135, Section 135.01-135.07 may affect the termination provision of the Franchise Agreement.

STATE SPECIFIC AMENDMENTS TO MASTER FRANCHISEE AGREEMENT

Hawaii – Franchise Agreement Amendment
to GH Business Master Franchise Agreement

In recognition of the requirements of the Hawaii Franchise Investment Law, the parties to the attached Green Homes USA, Franchising, LLC Master Franchise Agreement (the "Agreement") agree as follows:

1. Under Section 10.3 of the Agreement, under the heading "Conditions for Approval of Transfer," the subsection 10.3(f) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (f) Master Franchisee, each Owner, and each Spouse must execute a general release in favor of Franchisor releasing Franchisor, Franchisor's affiliates and Franchisor's past and present officers, directors, shareholders, members, partners, agents, representatives, independent contractors, servants and employees, of any and all claims against Franchisor for any and all matters, claims, and causes of action, whether accrued or unaccrued, arising on, or before, the effective date of the Transfer. The Hawaii Franchise Investment Law provides rights to the franchisee concerning non-renewal, termination and transfer of the Franchise Agreement. If this subsection contains a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control.

2. Under Section 11.4 of the Agreement, under the heading "Conditions for Renewal," the subsection 11.4(d) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (d) Master Franchisee and the Owners must execute the general release in favor of Franchisor, Franchisor's affiliates and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, employees, successors and assigns from any and all claims, including, without limitation, claims arising under this Agreement under federal, state or local laws, rules, regulations, or orders. If precluded by law from giving a general release, Master Franchisee shall execute an estoppel statement. The Hawaii Franchise Investment Law provides rights to the franchisee concerning non-renewal, termination and transfer of the Franchise Agreement. If this subsection contains a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control.

3. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently without reference to this amendment.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Hawaii State amendment to the Green Homes USA, Franchising, LLC Franchise Agreement on the same date as the Franchise Agreement was executed.

Franchisor:
Green Homes USA, Franchising, LLC

By:_____
Signature

_____
Name and Title

Dated _____

Master Franchisee:

_____
Signature

_____
Name (please print)

Dated _____

Illinois – Franchise Agreement Amendment
to GH Business Master Franchise Agreement

In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS 705/1 to 705/45, and Ill. Admin. Code tit. 15, §200.100 et seq., the parties to the attached Green Homes USA, Franchising, LLC Master Franchise Agreement (the "Agreement") agree as follows:

1. Under Section 10.3 of the Agreement, under the heading "Conditions for Approval of Transfer," the subsection 10.3(f) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (f) Master Franchisee, each Owner, and each Spouse must execute a general release in favor of Franchisor releasing Franchisor, Franchisor's affiliates and Franchisor's past and present officers, directors, shareholders, members, partners, agents, representatives, independent contractors, servants and employees, of any and all claims against Franchisor for any and all matters, claims, and causes of action, whether accrued or unaccrued, arising on, or before, the effective date of the Transfer; excluding only such claims as the transferor and its owners and Owners may have under the Illinois Franchise Disclosure Act (815 ILCS 705/1 to 705/45).

2. Under Section 11.4 of the Agreement, under the heading "Conditions for Renewal," the subsection 11.4(d) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (d) Master Franchisee and the Owners must execute the general release in favor of Franchisor, Franchisor's affiliates and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, employees, successors and assigns from any and all claims, including, without limitation, claims arising under this Agreement under federal, state or local laws, rules, regulations, or orders - If precluded by law from giving a general release, Master Franchisee shall execute an estoppel statement -; excluding only such claims as the transferor and its owners and Owners may have under the Illinois Franchise Disclosure Act (815 ILCS 705/1 to 705/45).

3. Section 14.6 of the Agreement, under the heading "Governing Law", shall be amended by the addition of the following statement added to the end of the last sentence of Section 14.6.:

> ; except with respect to claims arising under Illinois Law.

4. Section 14.7 of the Agreement, under the heading "Exclusive Jurisdiction and Venue", shall be amended by the addition of the following statement added to the end of the last sentence of Section 14.7:

> ; except with respect to claims arising under Illinois Law.

5. Section 14.9 of the Agreement, under the heading "Limitations of Claims," shall be amended by the addition of the following statement added to Section 14.9:

> Any claims arising under the Illinois Franchise Disclosure Act (the "FDA") must before the expiration of 3 years after the act or transaction constituting the violation of the FDA upon which it is based, the expiration of one year after the franchisee becomes aware of facts or circumstances reasonably indicating that he or she may have a claim for relief in respect to conduct governed by the FDA, or 90 days after delivery to the franchisee of a written notice disclosing the violation of the FDA, whichever shall first expire.

6. Section 14.11 of the Agreement, under the heading "Waiver of Jury Trial", shall be supplemented by the addition of the following statement at the end of the sentence contained in Section 14.11:

> ; except that nothing in this Agreement should be considered a waiver of any right conferred upon Franchisee by the Illinois Franchise Disclosure Act.

7. Section 14 of the Agreement, under the heading "Enforcement, Construction and Indemnification" shall be supplemented by the addition of the following new Section 14.27:

14.27 Any foregoing acknowledgments are not intended to nor shall they act as a release, estoppel or waiver or any liability under the Illinois Franchise Disclosure Act.

8. 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 (815 ILCS 705/1 to 705/45) are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Illinois amendment to the Green Homes USA, Franchising, LLC Franchise Agreement on the same date as the Franchise Agreement
was executed.

Franchisor:
Green Homes USA, Franchising, LLC

By:_____
Signature

_____
Name and Title

Dated _____

Master Franchisee:

_____
Signature

_____
Name (please print)

Dated _____

Maryland – Franchise Agreement Amendment
to GH Business Master Franchise Agreement

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

1. Under Section 10.3 of the Agreement, under the heading "Conditions for Approval of Transfer," the subsection 10.3(f) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (f) Master Franchisee, each Owner, and each Spouse must execute a general release in favor of Franchisor releasing Franchisor, Franchisor's affiliates and Franchisor's past and present officers, directors, shareholders, members, partners, agents, representatives, independent contractors, servants and employees, of any and all claims against Franchisor for any and all matters, claims, and causes of action, whether accrued or unaccrued, arising on, or before, the effective date of the Transfer; provided, however, that all rights and causes of action arising in favor of Franchisee from the provisions of the Maryland Franchise Registration and Disclosure Law and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of the Maryland Franchise Registration and Disclosure Law be satisfied.

2. Under Section 11.4 of the Agreement, under the heading "Conditions for Renewal," the subsection 11.4(d) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (d) Master Franchisee and the Owners must execute the general release in favor of Franchisor, Franchisor's affiliates and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, employees, successors and assigns from any and all claims, including, without limitation, claims arising under this Agreement under federal, state or local laws, rules, regulations, or orders - If precluded by law from giving a general release, Master Franchisee shall execute an estoppel statement -; provided, however, that all rights and causes of action arising in favor of Franchisee from the provisions of the Maryland Franchise Registration and Disclosure Law and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of the Maryland Franchise Registration and Disclosure Law be satisfied.

3. Section 14.7 of the Agreement, under the heading "Exclusive Jurisdiction and Venue", shall be amended by the addition of the following statement added to the end of the last sentence of Section 14.7:

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

4. Section 14.9 of the Agreement, under the heading "Limitations of Claims," shall be amended by the addition of the following statement added to Section 14.9:

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

5. Section 14 of the Agreement, under the heading "Enforcement, Construction and Indemnification" shall be supplemented by the addition of the following new Section 14.27:

> 14.27 - Nothing in this Agreement should be considered a waiver of any right conferred upon franchisee by the Maryland Franchise Registration and Disclosure Law.
>
> All representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

A general release required as a condition of renewal, sale and/or assignment or transfer of a Franchise Agreement shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law

6. Each provision of this amendment shall 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 have duly executed and delivered this Maryland amendment to the Green Homes USA, Franchising, LLC Franchise Agreement on the same date as the Franchise Agreement was executed.

Franchisor:
Green Homes USA, Franchising, LLC

By:_____
Signature

_____
Name and Title

Dated _____

Master Franchisee:

_____
Signature

_____
Name (please print)

Dated _____

Minnesota – Franchise Agreement Amendment
to GH Business Master Franchise Agreement

In recognition of the requirements of the Minnesota Statutes, Chapter 80C. and Minnesota Franchise Rules, Chapter 2860, the parties to the attached Green Homes USA, Franchising, LLC Master Franchise Agreement (the "Agreement") agree as follows:

1. Under Section 10.3 of the Agreement, under the heading "Conditions for Approval of Transfer," the subsection 10.3(f) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (f) Master Franchisee, each Owner, and each Spouse must execute a general release in favor of Franchisor releasing Franchisor, Franchisor's affiliates and Franchisor's past and present officers, directors, shareholders, members, partners, agents, representatives, independent contractors, servants and employees, of any and all claims against Franchisor for any and all matters, claims, and causes of action, whether accrued or unaccrued, arising on, or before, the effective date of the Transfer; provided, however, that all rights enjoyed by Franchisee and any causes of action arising in Franchisee's favor from the provisions of the Minnesota Franchise Act, Minn. Stat. Section 80C.14 et seq. and Minnesota Rules 2860.4400(D), shall remain in force; it being the intent of this provision that the non-waiver provisions of the Minnesota Rules 2860.4400(D) be satisfied; and
>
> Minnesota law provides a franchisee with certain termination and non-renewal rights. Minn. Stat. Sect. 80C.14 Subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisee be given one hundred eighty (180) days' notice of nonrenewal of this Agreement by Franchisor.

2. Under Section 11.4 of the Agreement, under the heading "Conditions for Renewal," the subsection 11.4(d) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (d) Master Franchisee and the Owners must execute the general release in favor of Franchisor, Franchisor's affiliates and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, employees, successors and assigns from any and all claims, including, without limitation, claims arising under this Agreement under federal, state or local laws, rules, regulations, or orders - If precluded by law from giving a general release, Master Franchisee shall execute an estoppel statement -;provided, however, that all rights enjoyed by Franchisee and any causes of action arising in Franchisee's favor from the provisions of the Minnesota Franchise Act, Minn. Stat. Section 80C.14 et seq. and Minnesota Rules 2860.4400(D), shall remain in force; it being the intent of this provision that the non-waiver provisions of the Minnesota Rules 2860.4400(D) be satisfied; and
>
> Minnesota law provides a franchisee with certain termination and non-renewal rights. Minn. Stat. Sect. 80C.14 Subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisee be given one hundred eighty (180) days' notice of nonrenewal of this Agreement by Franchisor.

3. Under Section 8.3 of the Agreement, under the heading "Notification of Infringement and Claims" Section 8.3 shall be supplemented by the addition of the following:

> Franchisor agrees to protect Franchisee, to the extent required by the Minnesota Franchise Act, against claims of infringement or unfair competition with respect to Franchisee's use of the Licensed Marks when, in the opinion of Franchisor's counsel, Franchisee's rights warrant protection pursuant to Section 8.3 of this Agreement.

4. Under Section 10.2 of the Agreement, under the heading "Master Franchisee May Not Transfer Without Franchisor Approval" Section 10.2 shall be supplemented by the addition of the following:

Franchisor shall not unreasonably withhold consent to transfer the Agreement.

5. Under Section 12.1(b) of the Agreement, under the heading "Automatic Termination Upon Written Notice," Section 12.1(b) shall be supplemented by the addition of the following:

Section 12.1(b)will not be enforced to the extent prohibited by applicable law.

6. Under Section 12.1(c) of the Agreement, under the heading "Termination After Cure Period," the Section 12.1(c), shall be supplemented by the addition of the following:

Section 12.1(c) will not be enforced to the extent prohibited by applicable law.

7. Under Section 12.1(c) of the Agreement, under the heading "Termination After Cure Period," the Section 12.1(c) is hereby amended to replace the "30" day cure period with "60" days and the following is added:

Minnesota law provides a franchisee with certain termination rights. Minn. Stat. Sect. 80C.14 Subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisee be given ninety (90) days' notice of termination (with sixty days to cure) of this Agreement.

8. Section 14.6 of the Agreement, under the heading "Governing Law", shall be amended by the addition of the following statement added to the end of the last sentence of Section 14.6.:

; except to the extent otherwise prohibited by applicable law with respect to claims arising under the Minnesota Franchise Act.

9. Section 14.7 of the Agreement, under the heading "Exclusive Jurisdiction and Venue", shall be amended by the addition of the following statement added to the end of the last sentence of Section 14.7:

; except the extent otherwise prohibited by applicable law with respect to claims arising under the Minnesota Franchise Act.

10. Section 14.11 of the Agreement, under the heading "Waiver of Jury Trial", shall be supplemented by the addition of the following statement at the end of the sentence contained in Section 14.11:

; except that nothing in this Agreement should be considered a waiver of any right conferred upon Franchisee by the Minnesota Franchise Act.

11. Section 14.9 of the Agreement, under the heading "Limitations of Claims," shall be amended by the addition of the following statement added to Section 14.9:

Under the Minnesota Franchise Act, any claims between the parties must be commenced within three years of the occurrence of the facts giving rise to such claim, or such claim shall be barred.

12. Section 14 of the Agreement, under the heading "Enforcement, Construction and Indemnification" shall be supplemented by the addition of the following new Section 14.27:

14.27 - Any foregoing acknowledgments are not intended to nor shall they act as a release, estoppel or waiver or any liability under the Minnesota Franchise Act.

13. Each provision of this amendment shall 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 have duly executed and delivered this Minnesota State amendment to the Green Homes USA, Franchising, LLC Franchise Agreement on the same date as the Franchise Agreement was executed.

Franchisor:
Green Homes USA, Franchising, LLC

By: _____
Signature

_____
Name and Title

Dated _____

Master Franchisee:

_____
Signature

_____
Name (please print)

Dated _____

New York – Franchise Agreement Amendment
to GH Business Master Franchise Agreement

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 Green Homes USA, Franchising, LLC Master Franchise Agreement (the "Agreement") agree as follows:

1. Under Section 10.3 of the Agreement, under the heading "Conditions for Approval of Transfer," the subsection 10.3(f) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (f) Master Franchisee, each Owner, and each Spouse must execute a general release in favor of Franchisor releasing Franchisor, Franchisor's affiliates and Franchisor's past and present officers, directors, shareholders, members, partners, agents, representatives, independent contractors, servants and employees, of any and all claims against Franchisor for any and all matters, claims, and causes of action, whether accrued or unaccrued, arising on, or before, the effective date of the Transfer; provided, however, that all rights and causes of action arising in favor of Franchisee 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. Under Section 11.4 of the Agreement, under the heading "Conditions for Renewal," the subsection 11.4(d) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (d) Master Franchisee and the Owners must execute the general release in favor of Franchisor, Franchisor's affiliates and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, employees, successors and assigns from any and all claims, including, without limitation, claims arising under this Agreement under federal, state or local laws, rules, regulations, or orders - If precluded by law from giving a general release, Franchisee shall execute an estoppel statement; provided, however, that all rights and causes of action arising in favor of Franchisee 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. Section 14 of the Agreement, under the heading "Enforcement, Construction and Indemnification" shall be supplemented by the addition of the following new Section 14.27:

> 14.27 - Nothing in this Agreement should be considered a waiver of any right conferred upon franchisee by New York General Business Law, Sections 680-695.

4. There are circumstances in which an offering made by Green Homes USA, Franchising, LLC would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if you are domiciled in New York or the Outlet will be opening in New York. Green Homes USA, Franchising, LLC is required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

5. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the New York General Business Law, are met independently without reference to this amendment.

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

Franchisor:
Green Homes USA, Franchising, LLC

By: _____
Signature

_____
Name and Title

Dated _____

Master Franchisee:

_____
Signature

_____
Name (please print)

Dated _____

North Dakota – Franchise Agreement Amendment
to GH Business Master Franchise Agreement

Notwithstanding anything to the contrary set forth in the GH Business Master Franchisee (the "Agreement"), the following provisions shall supersede any inconsistent provisions and apply to GH Business Master Franchise Businesses offered and sold in the state of North Dakota:

The North Dakota Addendum is only applicable if you are a resident of North Dakota or if your GH Master Franchise Business will be located within the State of North Dakota.

1. Section 11.4 of the Agreement is hereby amended by the addition of the following language:

   Provisions requiring North Dakota franchisees to sign a general release upon renewal of the franchise agreement are not enforceable in North Dakota.

2. Section 7.5 of the Agreement is hereby amended by the addition of the following language: Covenants not to compete such as those mentioned above are generally considered unenforceable in the state of North Dakota.

3. Section 14.7 of the Agreement is hereby amended by the addition of the following language: Covenants requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota may not be enforceable in North Dakota.

5. Section 14.6 of the Agreement is hereby amended by the addition of the following language: For North Dakota Franchisees, North Dakota law shall apply.

6. Section 14.11 of the Agreement is hereby amended by the addition of the following language: Provisions requiring a franchisee to consent to a waiver of trial by jury are not enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law.

7. Section 14.10 of the Agreement is hereby amended by the addition of the following language: Provisions requiring the franchisee to consent to a waiver of exemplary and punitive damages are not enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law.

8. Section 14.9 of the Agreement is hereby amended by the addition of the following language: Provisions requiring a franchisee to consent to a limitation of claims within one year have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, for North Dakota franchisees, the statute of limitations under North Dakota Law will apply.

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

Franchisor:
Green Homes USA, Franchising, LLC

Franchisee:

Franchisor:
Green Homes USA, Franchising, LLC

Master Franchisee:

By:_____
Signature

_____
Signature

_____
Name and Title

_____
Name (please print)

Dated _____

Dated _____

Washington State – Franchise Agreement Amendment
to GH Business Master Franchise Agreement

In recognition of the requirements of the Washington Franchise Investment Protection Act RCW19.100.180, the parties to the attached Green Homes USA, Franchising, LLC Master Franchise Agreement (the "Agreement") agree as follows:

1. Under Section 10.3 of the Agreement, under the heading "Conditions for Approval of Transfer," the subsection 10.3(f) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (f) Master Franchisee, each Owner, and each Spouse must execute a general release in favor of Franchisor releasing Franchisor, Franchisor's affiliates and Franchisor's past and present officers, directors, shareholders, members, partners, agents, representatives, independent contractors, servants and employees, of any and all claims against Franchisor for any and all matters, claims, and causes of action, whether accrued or unaccrued, arising on, or before, the effective date of the Transfer; excluding only such claims as the transferor and its owners and Owners may have under the Washington Franchise Investment Protection Act.

2. Under Section 11.4 of the Agreement, under the heading "Conditions for Renewal," the subsection 11.4(d) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (d) Master Franchisee and the Owners must execute the general release in favor of Franchisor, Franchisor's affiliates and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, employees, successors and assigns from any and all claims, including, without limitation, claims arising under this Agreement under federal, state or local laws, rules, regulations, or orders - If precluded by law from giving a general release, Franchisee shall execute an estoppel statement -; excluding only such claims as the transferor and its owners and Owners may have under the Washington Franchise Investment Protection Act.

3. Section 14.6 of the Agreement, under the heading "Governing Law", shall be amended by the addition of the following statement added to the end of the last sentence of Section 14.6.:

> ; except with respect to claims arising under the Washington Franchise Investment Protection Act, Chapter 19.100 RCW.

4. Section 14.7 of the Agreement, under the heading "Exclusive Jurisdiction and Venue", shall be amended by the addition of the following statement added to the end of the last sentence of Section 14.7:

> ; except with respect to claims arising under the Washington Franchise Investment Protection Act, Chapter 19.100 RCW.

5. Section 14.11 of the Agreement, under the heading "Waiver of Jury Trial", shall be supplemented by the addition of the following statement at the end of the sentence contained in Section 14.11:

> ; except with respect to claims arising under the Washington Franchise Investment Protection Act, Chapter 19.100 RCW.

6. Section 14 of the Agreement, under the heading "Enforcement, Construction and Indemnification" shall be supplemented by the addition of the following new Section 14.27:

> 14.27 - Any foregoing acknowledgments are not intended to nor shall they act as a release, estoppel or waiver of any liability under the Washington Franchise Investment Protection Act. Provisions which unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, rights or remedies under the Washington Franchise Investment Protection Act, may not be enforceable.

7. The Franchise Agreement is hereby amended to include the following provision:

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

8. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act, Chapter RCW 19.100.180, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Washington State amendment to the Green Homes USA, Franchising, LLC Franchise Agreement on the same date as the Franchise Agreement was executed.

Franchisor:
Green Homes USA, Franchising, LLC

By:_____
Signature

_____
Name and Title

Dated _____

Master Franchisee:

_____
Signature

_____
Name (please print)

Dated _____

FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT I
RECEIPTS

GREEN HOMES USA, FRANCHISING, LLC
RECEIPT (Master Franchisee FDD)

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all the agreements carefully.

If Green Homes USA, Franchising, LLC offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate of ours in connection with the proposed franchise sale.

New York and Rhode Island require that we give you this document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreements or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Disclosure Document at least 10 business days before the signing of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first.

If we do not deliver this Disclosure Document on time of if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state administrator identified Exhibit A of this Disclosure Document. We authorize the respective state agencies identified in Exhibit B of this Disclosure Document to receive service of process for us in the particular state.

Issuance Date of this Disclosure Document: March 5, 2019

Our sales agents for this offering are:
Name(s): Mick Fabar
Address: Suite 901, Level 9, 50 Clarence Street, Sydney NSW 2000
Telephone Number: +61 263691666

The following individual and/or individuals are also sales agents for this offering:
☐ [Other:] _____

I have received a disclosure document dated March 5, 2019 that contained the following Exhibits:

A. List of State Administrators
B. List of Agents for Service of Process
C. Operations Manual Table of Contents
D. Financial Statements
E. Master Franchise Agreement
F. List of Franchisees
G. List of Franchisees Who Have Left the System
H. State Specific Addendum
I. Receipts

PROSPECTIVE FRANCHISEE:

_____ _____
DATE RECEIVED (Must be Completed) Authorized Signature

_____
Name and Title (please print)

GREEN HOMES USA, FRANCHISING, LLC
RECEIPT (Master Franchisee FDD)

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all the agreements carefully.

If Green Homes USA, Franchising, LLC offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate of ours in connection with the proposed franchise sale.

New York and Rhode Island require that we give you this document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreements or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Disclosure Document at least 10 business days before the signing of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first.

If we do not deliver this Disclosure Document on time of if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state administrator identified Exhibit A of this Disclosure Document. We authorize the respective state agencies identified in Exhibit B of this Disclosure Document to receive service of process for us in the particular state.

Issuance Date of this Disclosure Document: March 5, 2019

Our sales agents for this offering are:
Name(s): Mick Fabar
Address: Suite 901, Level 9, 50 Clarence Street, Sydney NSW 2000
Telephone Number: +61 263691666

The following individual and/or individuals are also sales agents for this offering:
☐ [Other:] _____

I have received a disclosure document dated March 5, 2019 that contained the following Exhibits:

A. List of State Administrators
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C. Operations Manual Table of Contents
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E. Master Franchise Agreement
F. List of Franchisees
G. List of Franchisees Who Have Left the System
H. State Specific Addendum
I. Receipts

PROSPECTIVE FRANCHISEE:

_____ _____
DATE RECEIVED (Must be Completed) Authorized Signature

_____
Name and Title (please print)