



FRANCHISE DISCLOSURE DOCUMENT

LandJet Franchising, LLC
An Iowa Limited Liability Company
3269 Moencks Ct.
Bettendorf, IA 52722
866-526-3538
franchising@landjet.com



As a LandJet franchisee, you have a unique opportunity to be a part of an innovative and exciting business travel solution for today's mobile lifestyles and business professionals. Whether clients are traveling alone, entertaining clients, or enjoying special events, they love their LandJet's experience. The combination of the proprietary design of the mobile office along with the driver ("pilot") keeps them connected, productive, and saves money while they are on the road. Today LandJet provides door-to-door service in the Midwest with service in Davenport, IA, Minneapolis, MN, Des Moines, IA, Kansas City, MO, Chicago, IL and Madison, WI. Franchisee's will benefit from and operate under from the trademarked name "LandJet."

The total potential investment necessary to begin operation of a LandJet franchise is \$114,550 to \$368,100. This includes \$97,500 to \$299,500 that must be paid to us or our affiliates.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, please contact Ryan Landry at 3269 Moencks Ct., Bettendorf, IA 52722 1-866-LANDJET (526-3538).

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

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

Issuance date: 9/22/2025



How to Use This Franchise Disclosure Document

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

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



What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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



Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Iowa. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Iowa than in your own state.
2. **Financial Condition** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

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



**(THE FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY
THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)**

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protection provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.



(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General

G. Mennen Williams Building, 7th Floor

525 W. Ottawa Street

Lansing, Michigan 48909

Telephone Number: (517) 373 7117



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Exhibits

- A. State Administrators and Agents for Service of Process
- B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
- C. Form of General Release
- D. Financial Statements
- E. Operating Manual Table of Contents
- F. Current and Former Franchisees
- G. State Addenda to Disclosure Document
- H. State Addenda to Agreements

State Effective Dates

Receipt (2 copies)



Item 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

In this disclosure document, “we”, “us,” or “our” refers to LandJet Franchising, LLC. “You” means the person to whom we grant a franchise. If you are a corporation, limited liability company, or other entity, each owner of the franchise entity must sign our Guaranty and Non-Compete Agreement, which means that all of the franchise agreement’s provisions also will apply to your owners.

Us, Any Parents, and Certain Affiliates

Our name is LandJet Franchising, LLC. Our legal business address is 3269 Moencks Ct, Mc Neil, TX 52722. We do not have any parent entities. We do not have any affiliates that offer franchises in any line of business or provide products or services to our franchisees.

Our Predecessors

We do not have any predecessors.

Our Business Name

We use the names “LandJet Franchising, LLC” and “LandJet”. We do not intend to use any other names to conduct business.

Agent for Service of Process

Our agent for service of process in Texas is Hush Blackwell, 111 Congress Ave, Suite 1400, Austin, TX 78701. Our agents for service of process in other states are disclosed in Exhibit A.

Business Organization

We are an Iowa Limited Liability Company. We were formed on 2/06/2020.

Information About Our Business and the Franchises Offered

We do not operate businesses of the type being franchised, although our Affiliate, LandJet, LLC does. We do not have any other business activities. We have not offered franchises in other lines of business.

If you sign a franchise agreement with us, you will develop and operate an innovative business providing travel solutions with the active professional in mind using vans which have been specially outfitted for business travel and convenience. Whether a client is traveling alone or with a group, the LandJet mobile offices help them stay productive, comfortable, and efficient on the road under the trade name LandJet.



The general market for LandJet are regional business travelers, either as a business trips, client entertainment trips for sporting or golf events or simply keeping business executives productive on the go. This market is generally developed and competitive as it would include all versions of land-based business transportation services such as Chartered Busses, Uber, Taxis or Limo services. However, we believe that our service offering and market position is unique. LandJet is a specially designed vehicle with the equipment, tools and environment fitting of a mobile office operation along with a key ingredient, the driver, our LandJet Pilot, who makes the trip go smoothly allowing clients to focus on their work while we focus on the road. We have been able to differentiate from other transportation services by leveraging these competitive advantages. Sales are not seasonal.

You will compete against national chains, regional chains, or independent owners of livery and limousine services. Some of these competitors are franchised by other brands and companies which you may compete against.

Laws and Regulations

There are rules and regulations specific to the operation of the franchised business which pertain primarily to the licensing to operate a transportation services business. This will require in some markets that you obtain Department of Transportation certification. In some states, you could be required to carry a Livery license issued by the state to operate this type of business model. This would include both the registration of the vehicle as a Livery approved vehicle and the certification of the driver as a Livery approved driver through State and Federal Department of Transportation, as well as the Federal Motor Carrier Safety Administration.

You alone are responsible for investigating and complying with all applicable laws and regulations, despite any information that we may give you. You should consult with a legal advisor about legal requirements that may apply to your business.

Prior Business Experience

We have offered franchises since January 2023. None of our affiliates has offered franchises in other lines of business. None of our affiliates provides products or services to our franchisees.

Our affiliate, LandJet, LLC has operated LandJet's service from Bettendorf, Iowa, Minneapolis, Minnesota, Des Moines, Iowa, Kansas City, Missouri, Chicago, Illinois and Madison, Wisconsin along with surrounding communities since 2018. As such we have developed experience. This affiliate has the same business address as us.



Item 2
BUSINESS EXPERIENCE

Ryan Landry – CEO

Employer	Title	Start Date (month/year)	End Date (month/year)	City, State
LandJet Franchising, LLC	CEO	10/2025	Current	Salt Lake City, UT
Career Development Solutions	President	10/2023	10/2025	Salt Lake City, UT
New Horizons	President	06/2007	10/2023	San Diego, CA

Mark Ross – CFO

Employer	Title	Start Date (month/year)	End Date (month/year)	City, State
LandJet Franchising, LLC	Co-Founder	6/2018	Current	Bettendorf, IA
ALM Positioners, Inc.	CFO	1/2015	Current	Rock Island, IL

Percy Kapadia – COO

Employer	Title	Start Date (month/year)	End Date (month/year)	City, State
LandJet Franchising, LLC	COO	8/2024	Present	Austin, Texas
Austin White Lime Company	Director	4/2017	Present	Austin, Texas

Item 3 LITIGATION

No litigation is required to be disclosed in this Item.

Item 4 BANKRUPTCY

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

Item 5 INITIAL FEES

Franchise Fee

When you sign your franchise agreement, you must pay us \$49,500 as the initial franchise fee. This fee is uniform and not refundable.

We will have an escalating Franchise Fee as new Franchisees are awarded in the following schedule:

\$49,500 Franchise Fee for franchises awarded #6-10

\$59,500 Franchise Fee for franchises awarded #11 onward

Vehicle Purchase

When you are preparing to open the franchised business, you will be required to purchase the vehicle(s) to be used for the operation of the franchise business. The total investment for these will be \$190,000 to \$230,000 without any financing and \$30,000 to \$230,000 with the low end of the investment account for the vehicle being financed. This will be paid to us. These costs are uniform and non-refundable.

Marketing Launch

When you are preparing to open the franchised business, you will be required to pay us for the market introduction program to promote the franchised business and advertise your services in your market. The total investment for this will be \$10,000 to \$20,000. This cost is uniform and non-refundable.



**Item 6
OTHER FEES**

Table 1: Primary Fees

Type of Fee	Amount	Due Date	Remarks
Royalty	First \$250,000 of Gross Sales: 7% of your gross sales \$250,001 to \$500,000 of Gross Sales: 6% of your gross sales \$500,001 and above: 5% of your gross sales	Settled weekly	Franchisor collects from the client on your behalf for each trip. Funds are settled weekly from the Settlement Report showing prior week's collections, deducting Royalty remitting the balance. The Royalty Fee is tiered based on the Gross Sales Volume of the franchised business and are based on the total Gross Sales for any calendar year. At the end of a Calendar year, the Gross Sales Calculation will be reset. After 120 days of signing the Franchise Agreement, Franchisor will collect a minimum Royalty Fee of \$100 per week, or the calculated Royalty Fee based on Revenue performance tiers, whichever is higher.
Marketing Fund Contribution	3% of your gross sales	Settled Monthly	After 120 days of signing the Franchise Agreement, Franchisor will collect a minimum Marketing Fund Contribution fee of \$40 per week, or 3% of Revenues, whichever is higher.
Market Cooperative Contribution	As determined by co-op. Currently, none.	As determined by co-op. Currently, none.	We have the right to establish local or regional advertising cooperatives. The maximum contribution that a co-op may require is 5% of gross sales.
Booking Fee	3% of your gross sales	1 st of the Month	Fee per completed trip to provide inside sales to quote, book reservation, bill client, collect funds, send receipts and record revenue cycle transaction.
Technology Platform Fee	Bronze: \$200 per month Silver: \$500 per month Gold: \$1,000 per month	1 st of the Month	Elements include but are not limited to: email services, accounting software, expense software, electronic logging devices, etc.



Business Services Fee (optional)	\$45 Per Pilot Per Month (4 pilots = \$180)	1 st of the Month	Profit Cycle Services, you are required to pay a fee to cover the incremental software costs for each Pilot/Driver. This is onboarding, background check, payroll 1099 management, payroll taxes, and expense reimbursement.
Sales & Marketing Services (optional)	Option 1: Do it yourself (Included) Option 2: We do it for you (\$485 to \$3,000)	1 st of the Month	This can include digital assets, social media posts and management, ads, target contacts, database nurturing, outbound email campaigns, etc.

Table 2: Other Fees

The second table has **Other Fees** that may come into account to address situations, but are not intended to be recurring cost for the franchisee.

Type of Fee	Amount	Due Date	Remarks
Replacement / Additional Training fee	Currently, \$500 per day	Prior to attending training	If you send a manager or other employee to our training program after you open, we will charge our then-current training fee.
Third party vendors	Pass-through of costs, plus reasonable administrative charge. Currently, none.	Varies	We have the right to require franchisees to use third-party vendors and suppliers that we designate. Examples can include computer support vendors, mystery shopping, and customer feedback systems. The vendors and suppliers may bill franchisees directly, or we have the right to collect payment for these vendors together with a reasonable markup or charge for administering the payment program.
Non-compliance fee	\$500	On demand	We may charge you \$500 if your business is not in compliance with our system specifications or the franchise agreement and you fail to correct the non-compliance after 30 days' notice. Thereafter, we may charge you \$250 per week until you correct such non-compliance.
Reimbursement	Amount that we spend on your behalf, plus 10%	Within 15 days of invoice	If we pay any amount that you owe or are required to pay to a third party, you are required to reimburse us.
Late fee	\$100 plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law)	On demand	We may charge a late fee if you fail to make a required payment when due.
Insufficient funds fee	\$30 (or, if such amount exceeds the maximum allowed by law, then the maximum allowed by law)	On demand	We may charge an insufficient funds fee if a payment made by you is returned because of insufficient funds in your account.
Costs of collection	Our actual costs	As incurred	Payable if we incur costs (including reasonable attorney fees) in attempting to collect amounts you owe to us.
Breach of territory fee	The greater of (i) \$500 or (ii) 75% of the amount paid by the customer outside of your territory.	On demand	If you serve a customer outside of your territory, but within the territory of another franchisee without our prior written permission, we may impose this fee.
Special support fee	Our then-current fee, plus our expenses. Currently, \$600 per day.	On demand	If we provide in-person support to you in response to your request, we may charge this fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).

Type of Fee	Amount	Due Date	Remarks
Customer complaint resolution	Our expenses		We may take any action we reasonably deem appropriate to resolve a customer complaint about your business. If we respond to a customer complaint, we may require you to reimburse us for our expenses.
Records audit	Our actual cost	On demand	Payable only if (1) we audit you because you have failed to submit required reports or other non-compliance, or (2) the audit concludes that you under-reported gross sales by more than 3% for any month.
Special evaluation fee	Currently \$600, plus our out-of-pocket costs	On demand	Payable only if we conduct an in-person evaluation of your business because of a governmental report, customer complaint or other customer feedback, or your default or non-compliance with any system specification.
Non-compliance cure costs and fee	Our out-of-pocket costs and internal cost allocation, plus 10%	When billed	We may cure your non-compliance on your behalf (for example, if you do not have required insurance, we may purchase insurance for you), and you will owe our costs plus a 10% administrative fee.
Transfer fee	\$5,000 plus any broker fees and other out-of-pocket costs we incur	When transfer occurs	Payable if you sell your business.
Liquidated damages	An amount equal to royalty fees and marketing fund contributions for the lesser of (i) 2 years or (ii) the remaining weeks of the franchise term.	On demand	Payable if we terminate your franchise agreement because of your default, or if you terminate the franchise agreement without the right to do so.
Prevailing party's legal costs	Our attorney fees, court costs, and other expenses of a legal proceeding, if we are the prevailing party	On demand	In any legal proceeding (including arbitration), the losing party must pay the prevailing party's attorney fees, court costs and other expenses.
Indemnity	Our costs and losses from any legal action related to the operation of your franchise	On demand	You must indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates against all losses in any action by or against us related to, or alleged to arise out of, the operation of your franchise (unless caused by our misconduct or negligence).

All fees are payable only to us. All fees are imposed by us and collected by us. All fees are non-refundable. All fees are uniform for all franchisees, although we reserve the right to change, waive, or eliminate fees for any one or more franchisees as we deem appropriate. There are currently no marketing cooperatives, purchasing cooperatives, or other cooperatives that impose fees on you.

“Gross Sales” is defined in our franchise agreement as the total dollar amount of all sales generated through your business for a given period, including, but not limited to, payment for any services or products sold by you, whether for cash or credit. Gross Sales does not include (i) bona fide refunds to customers, (ii) sales taxes collected, (iii) sale of used equipment not in the ordinary course of business, or (iv) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Sales).



Item 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial franchise fee (See Note 1)	\$49,500 - \$49,500	Check or wire transfer	Upon signing the franchise agreement	Us
Rent, Utilities, and Leasehold Improvements (see Note 2)	\$1,000 - \$10,000	Check or wire transfer	Upon signing lease for office space	Landlord
Leasehold Improvements	\$0 - \$2,500	Check or wire transfer	At time of having work performed	Contractor
Marketing Launch Social and Digital Media (see Note 3)	\$10,000 - \$20,000	Check, debit, and/or credit	As incurred or when billed	Us
Cost Per Vehicle with 20% downpayment (See Note 4)	\$38,000 - \$230,000	Check or wire transfer	Upon purchase	Us
Furniture, Fixtures, and Equipment	\$2,000 - \$4,000	Check, debit, and/or credit	As incurred	Your vendors or suppliers
Computer Systems	\$2,000 - \$3,000	Check, debit, and/or credit	As incurred	Vendors and suppliers
Insurance (see Note 5)	\$1,000 - \$5,000	Check, debit, and/or credit	Upon ordering	Insurance company/Agent
Signage (See Note 6)	\$2,000 - \$4,000	Check, debit, and/or credit	Upon ordering	Vendor
Uniforms and Gear (See Note 7)	\$800 - \$1,600	Check, debit, and/or credit	Upon ordering	Your vendors or suppliers
Licenses and Permits	\$500 - \$1,000	Check	Upon application	Government
Dues and Subscriptions	\$250 - \$500	Check, debit, and/or credit	As incurred	Vendors, trade organizations
Professional Fees (lawyer, accountant, etc.)	\$1,000 - \$3,000	Check, debit, and/or credit	As incurred or when billed	Professional service firms
Travel, lodging and meals for initial training	\$1,500 - \$4,000	Cash, debit or credit	As incurred	Airlines, hotels, & restaurants
Additional funds (for first 3 months) (see Note 8)	\$5,000 - \$30,000	Varies	Varies	Employees, suppliers
Total	\$114,550 - \$368,100			

Notes

1. None of the expenditures in this table will be refundable. Neither we nor any affiliate finances any part of your initial investment. The initial Franchise Fee is due and payable at the time of executing the Franchise Agreement.
2. We estimate real property, leasehold improvements, and utilities at a low number because we expect you will operate the business sales remotely or as a home-based business other than the storage facilities which are typically rented. The cost of rental is accounting for a space to store your vehicles and possibly a small office space.
3. Marketing launch, social media and digital. This investment is the recommended expenditure to launch and promote the franchised business in your local market. This spend can be paid to Us for social and digital platform augmentation (“boosting”) or another vendor. The company can provide physical brochures and materials to support launch for handing out or physical mailing, but the cost of printing production is a direct cost to the franchisee.
4. You are required to use our specially designed LandJet Mobile Office Vehicle for operations manufactured by Mercedes (or Dodge). The range of investment in this Item 7 is related to the length of vehicle, dual tire vs single rear tire, standard versus 4x4 drive, and other factors. The vehicles will be purchased directly from us. The estimated total cost to purchase vehicle outright would be approximately \$190,000-\$230,000 and a 20% downpayment is a reasonable expectation. We have accounted for the low end of the investment being that you finance your vehicle purchase. The high end of the investment is the vehicle being paid for in full.
5. This investment line item accounts for your cost of insurance needed to open the business. This is not a full year cost of insurance, it only accounts for your up front expenses to start your insurance policy as detailed in Item 8.
6. You must have signage installed and wrapped on the vehicles to be used for the operation of the franchised business. This signage promotes the LandJet brand and will be required to be in accordance with our brand standards and specifications.
7. You must purchase branded pilot uniforms for use in operating the franchised business model. This amount will vary depending on the number of pilots you have in your business when you first start the operation. Typically, this will be \$400 per pilot.
8. This includes any other required expenses you will incur before operations begin and during the initial period of operations, such as payroll, additional inventory, and other operating expenses more than income generated by the business. It does not include any salary or compensation for you. In formulating the amount required for additional funds, we relied on the following factors, basis, and experience: the development of a LandJet business by our affiliate, and our general knowledge of the industry.



Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Generally

We have the right to require you to purchase or lease all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating your business (1) either from us or our designee, or from suppliers approved by us, or (2) according to our specifications.

Specific Obligations

The following are our current specific obligations for purchases and leases:

Insurance

You must obtain insurance as described in the Franchise Agreement and in our Manual, which includes (i) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than \$1,000,000 single limit per occurrence and \$3,000,000 aggregate limit (this may be higher depending on corporate clients), (ii) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than \$1,500,000, and (iii) Workers Compensation coverage as required by state law. Your policies (other than Workers Compensation) must list us and our affiliates as an additional insured, must include a waiver of subrogation in favor of us and our affiliates, must be primary and non-contributing with any insurance carried by us or our affiliates, and must stipulate that we receive 30 days' prior written notice of cancellation.

Computer software and hardware

You are required to purchase and use the computer software and hardware that we specify. See Item 11 for more details.

Vehicle

You must use the specially designed vehicles built specifically for the LandJet transportation services business from us.

Us or our Affiliates as Supplier

We are currently a supplier of goods and services that you must purchase.

Ownership of Suppliers

Outside of your requirement to purchase goods and services from us directly, none of our officers owns an interest in any supplier to our franchisees.



Alternative Suppliers

If you want to use a supplier that is not on our list of approved suppliers, you must request our approval in writing. We will grant or revoke approvals of suppliers based on criteria appropriate to the situation, which may include evaluations of the supplier's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Our criteria for approving suppliers are not available to you. We permit you to contract with alternative suppliers who meet our criteria only if you request our approval in writing, and we grant approval. There is no fee for us to review or approve an alternate supplier. We will provide you with written notification of the approval or disapproval of any supplier you propose within 30 days after receipt of your request. We may grant approvals of new suppliers or revoke past approvals of suppliers on written notice to you, or by updating our Manual.

Issuing Specifications and Standards

We issue specifications and standards to you for applicable aspects of the franchise in our Manual and/or in written directives. We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our Manual and/or issuing new written directives (which may be communicated to you by any method we choose). We will generally (but are not obligated to) issue new or revised specifications only after thorough testing in our headquarters, in company-owned outlets, and/or a limited market test in multiple units.

Revenue to Us and Our Affiliates

We will derive revenue from the required purchases and leases by franchisees. In the most recently completed Fiscal Year, our total revenue was \$826,705.99. Our revenue from all required purchases and leases of products and services by franchisees in the prior fiscal year was \$601,991.87. The percentage of our total revenues that were from required purchases or leases in the prior fiscal year was 72.82%.

Proportion of Required Purchases and Leases

We estimate that the required purchases and leases to establish your business are 75% to 85% of your total purchases and leases to establish your business. We estimate that the required purchases and leases of goods and services to operate your business are 45% to 65% of your total purchases and leases of goods and services to operate your business.

Payments by Designated Suppliers to Us

We may receive payments from designated suppliers from franchisee purchases based on the following:

- Bulk Fuel Cards or Programs
- Promotional & Branded Materials
- Insurance Services
- Automotive Supplies



Purchasing or Distribution Cooperatives

No purchasing or distribution cooperative currently exists.

Negotiated Arrangements

We negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees.

Benefits Provided to You for Purchases

We do not provide any material benefit to you based on your purchase of goods or services, or your use of particular suppliers.



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 in agreement	Disclosure document item
a. Site selection and acquisition/lease	§ 6.1	Item 11
b. Pre-opening purchase/leases	§§ 6.2, 6.3	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	Article 6	Items 5, 7, 8 and 11
d. Initial and ongoing training	§§ 5.4, 6.4, 7.6	Items 5, 6, 8 and 11
e. Opening	§§ 6.5, 6.6	Items 7, 8 and 11
f. Fees	Article 4, §§ 5.5, 7.8, 8.4, 10.5, 11.2, 11.3, 14.5, 15.2, 16.1, 17.6	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	§§ 6.3, 7.1, 7.3, 7.5, 7.7, 7.9 – 7.13, 7.15, 10.1, 10.4, 11.1	Items 8, 11 and 14
h. Trademarks and proprietary information	Article 12, § 13.1	Items 13 and 14
i. Restrictions on products/services offered	§ 7.3	Items 8, 11 and 16
j. Warranty and customer service requirements	§§ 7.3, 7.8, 7.9	Item 8
k. Territorial development and sales quotas	§ 2.2	Item 12
l. Ongoing product/service purchases	Article 8	Items 6 and 8
m. Maintenance, appearance, and remodeling requirements	§§ 7.12, 7.13, 15.2	Items 6, 7 and 8
n. Insurance	§ 7.15	Items 6, 7 and 8
o. Advertising	Article 9	Items 6, 7, 8 and 11
p. Indemnification	Article 16	Items 6 and 8
q. Owner's participation/management/staffing	§ 2.4	Items 15
r. Records and reports	Article 10	Item 11
s. Inspections and audits	§§ 10.5, 11.2	Items 6 and 11
t. Transfer	Article 15	Items 6 and 17
u. Renewal	§ 3.2	Item 17
v. Post-termination obligations	Article 13, § 14.3	Item 17
w. Non-competition covenants	§ 13.2	Item 17
x. Dispute resolution	Article 17	Items 6 and 17



Item 10
FINANCING

We do not offer direct or indirect financing, but we may in the future. We do not guarantee your note, lease or obligations.

Item 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

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

Our Pre-Opening Obligations

Before you open your business:

1. *Your site.* We do not assist you in (i) locating your site and negotiating the purchase or lease of the site, (ii) conforming the premises to local ordinances and building codes and obtaining any required permits, or (iii) constructing, remodeling, or decorating the premises.
2. *Hiring and training employees.* We will provide you with our suggested staffing levels (Section 5.2), suggested guidelines for hiring employees (Section 5.2), operational instructions in the Manual which you can use as part of training new employees (Section 5.3), and our initial training program described below. All hiring decisions and conditions of employment are your sole responsibility.
3. *Necessary equipment, signs, fixtures, opening inventory, and supplies.* We will provide you a list of our specifications and approved suppliers for signs and supplies. We only recommend suppliers, we do not deliver or install these items. We will provide you with the fixtures, opening inventory, equipment and supplies necessary to open your business. (Section 5.4) We do provide these items directly and we do deliver and install these items.
4. *Brand Standards.* We will give you access to our Brand Standards. (Section 5.1)
5. *Initial Training Program.* We will conduct our initial training program. (Section 5.4). The current initial training program is described below.
6. *Business plan review.* If you request, we will review your pre-opening business plan and financial projections. (Section 5.4)
7. *Market introduction plan.* We will provide you with the market introduction plan. (Section 5.4)
8. *On-site opening support.* We will have a representative provide on-site support for at least 2 days in connection with your business opening. (Section 5.4)

Length of Time to Open

The typical length of time between signing the franchise agreement and the opening of your business is 60 to 90 days. Factors that may affect the time period include your ability to obtain financing, obtaining business permits and licenses, scheduling initial training, hiring employees, and vehicle availability.

Our Post-Opening Obligations

After you open your business:

1. *Developing products or services you will offer to your customers.* Although it is our intent and practice to refine and develop products or services that you will offer to your customers, the franchise agreement does not obligate us to do so.
2. *Hiring and training employees.* We will provide you with our suggested staffing levels (Section 5.2), suggested guidelines for hiring employees (Section 5.2), and operational instructions in the Manual which you can use as part of training new employees (Section 5.3). All hiring decisions and conditions of employment are your sole responsibility.
3. *Improving and developing your business; resolving operating problems you encounter.* If you request, we will provide advice to you (by telephone or electronic communication) regarding improving and developing your business, and resolving operating problems you encounter, to the extent we deem reasonable. If we provide in-person support in response to your request, we may charge a fee (currently \$600 per day) plus any out-of-pocket expenses (such as travel, lodging, and meals for our employees providing onsite support). (Section 5.5)
4. *Establishing prices.* We will provide required pricing for products and services. (Section 5.5). We have the right to determine prices charged by our franchisees for goods and services (but only to the extent permitted by applicable law).
5. *Establishing and using administrative, bookkeeping, accounting, and cash management procedures.* We will provide you with services providing administration, bookkeeping, accounting, collection invoices, and payment of bills on your behalf. (Section 5.5).
6. *Marketing Fund.* We will administer the Marketing Fund (Section 5.5). We will prepare an unaudited annual financial statement of the Marketing Fund within 120 days of the close of our fiscal year and will provide the financial statement to you upon request. (Section 9.3)
7. *Website.* We will maintain a website for the LandJet brand, which will include your business information and telephone number as well as generate leads for your area. (Section 5.5)

Advertising

1. *Our obligation.* We are not required to spend any amount of advertising in the area or territory where any franchisee is located. We will maintain the brand website (which may be paid for by a Marketing Fund at some point). We have no other obligation to conduct advertising.
2. *Your own advertising material.* You may use your own advertising or marketing material only with our prior approval. To obtain approval, you must submit any proposed advertising or marketing material at least 14 days prior to use. If we do not respond, the material is deemed rejected. If you develop any advertising or marketing materials, we may use those materials for any purpose, without any payment to you.
3. *Advertising council.* We do not have an advertising council composed of franchisees. The franchise agreement does not give us the power to form an advertising council.
4. *Local or Regional Advertising Cooperatives.* We do not currently have any local or regional advertising cooperatives. We have the right to require you to participate in a local

or regional advertising cooperative. We will define the area of the cooperative based on media markets, or other geographic criteria that we deem appropriate. Each franchisee in the area would have one vote per outlet (unless the franchisee is in default under its franchise agreement). The amount you must contribute to the cooperative will be determined by vote of the members, but not less than 1% of gross sales and not more than 5% of gross sales. If our own outlets are members of a cooperative, they must contribute to the cooperative on the same basis as franchisees, and they will vote on the same basis as other members. We administer the cooperative, but we have the right to delegate responsibility for administration to an outside company such as an advertising agency or accounting firm, or to the franchisee members of the cooperative. We have the right to require the cooperative to operate from written bylaws or other governing documents that we determine. The documents are not currently available for you to review. Cooperatives will prepare annual financial statements which will be made available for review only by us and by the members of cooperative. We have the power to require cooperatives to be formed, changed, dissolved, or merged.

5. *Marketing Fund.* We have a Marketing Fund at the greater of \$40 per week or 3% of the weekly revenue, whichever is greater. We would administer the fund. The fund is not audited. We will make unaudited annual financial statements available to you upon request. No money from the Marketing Fund would be spent principally to solicit new franchise sales.
6. *Market introduction plan.* You must begin to execute a market introduction plan at least 30 days before the projected opening date of your business.
7. *Required spending.* After you open, you must spend at least 2% of gross sales each month on marketing your business. You will pay the local advertising amounts to us and we will execute the local marketing campaign. Contributions to a marketing cooperative count towards this spending.

Computer Systems

As part of our support services, we require you to use certain computer systems and software as follows – the software is all provided directly through us. These fees are part of your fees for Booking and Profit Cycle fees outlined in Item 6. This includes the following:

- Reservation Service Software (required for Booking Fee)
- HR and Payroll Service Software (optional for Business Services Fee)
- Employee Expense Reimbursement Software (optional for Technology Platform Fee)
- Financial Software (optional for Technology Platform Fee)
- Bill Payment Software (optional for Technology Platform Fee)

The system provides the management tools, operating systems, and financial systems you will use in operating the franchised business. These systems will generate or store data such as client contact information, financial data, operational data, logistics information and other information related to the operation of the franchised business.

We estimate that these systems will cost between \$500 and \$3,000 to purchase. We are not obligated to provide any ongoing maintenance, repairs, upgrades, or updates. We do not require you to enter into any such contract with a third party. You must upgrade or update any system when we determine. There is no contractual limit on the frequency or cost of this obligation.



We will each have access to your information in the systems. We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts will be \$500 per month. This amount is accounting for your shared services expense detailed in Item 6.

You must give us independent access to the information that will be generated or stored in these systems. The information includes sales, customer data, and reports. There is no contractual limitation on our right to access the information. You will own the data, but LandJet will own the business process, systems, and schema.

Training Program

Our training program consists of the following:

Area	#	Course/Subject	Hrs	Location	Description
Strategy, Alignment	1.01	Welcome to LandJet!	2	Our Location, Austin	Organization, roles, and people. Review of LandJet Strategy Document.
Sales	2.01	Customer Profile	2	Our Location, Austin	Types of travel, customers, and target market and customers. Customer Needs.
Sales	2.02	Market Development	2	Our Location, Austin	Review upcoming Sales Launch Plan.
Sales	2.03	Marketing Launch	2	Our Location, Austin	Review advertising, social media, and marketing campaign plan to launch.
Sales	2.04	Getting People In	2	Our Location, Austin	Review approaches, tactics, and use cases to “get people in” to LandJet.
Sales	2.05	Pricing & Reservation Desk	1	Our Location, Austin	Review pricing, concierge, booking rides, and quoting to revenue process.
Pilot Ops	3.01	Hangar Set up	4	Your location, TBD	Be prepared. Avoiding departure delays. Setting up shop for success.
Pilot Ops	3.02	Hiring Pilot	2	Our Location, Austin	Role of the pilot. Good/bad pilot attributes profiles. DOT Certification, background checks.
Pilot Ops	3.03	Pilot Training	2	Your location, TBD	Dispatch operations. Vehicle orientation.
Pilot Ops	3.04	Pilot Ride Quality	4	Your location, TBD	Ride quality essentials. In-vehicle training for pilot for ride quality certification.
Pilot Ops	3.05	Vehicles Maintenance	2	Our Location, Austin	Review vehicle maintenance plans, common issue, fixes and finding a key local dealer.
Pilot Ops	3.06	Pilot & Trip Expenses	2	Our Location, Austin	Review process for reporting trip expenses, approving, and reimbursing pilots expenses.
Business Ops	4.01	Onboarding Process	1	Our Location, Austin	Review process for offer letter, I9, W2, handbook, EEOC, and setting up for payroll.
Business Ops	4.02	Weekly Payroll	1	Our Location, Austin	Entering time, stamping locations. Reviewing and approving weekly payroll.
Business Ops	4.03	Revenue Operations	2	Our Location, Austin	Review pricing, order, invoice, billing and payment operations
Business Ops	4.04	Bill Pay Operations	2	Our Location, Austin	Process for entering, reviewing, and approving bills for payment, 3 rd party and franchisor.
Business Ops	4.05	Reports & Dashboards	2	Our Location, Austin	Review key financial reports and dashboards for quotes, trips, revenue, expenses and financials.
		TOTALS:	35		

Training classes will be scheduled in accordance with the needs of new franchisees. We anticipate holding training classes three to six times per year. Training will be held at our offices and business location in Austin, Texas. We reserve the right to vary the length and content of the initial



training program based on the experience and skill level of any individual attending the initial training program.

The instructional materials consist of the Brand Standards Manual and other materials, lectures, discussions, and on-the-job demonstration and practice.

Training classes will be led by Mr. Percy Kapadia. His experience is described in Item 2. He has 8 years of experience in the transportation industry and 25 years of experience in business management.

There is no fee for up to 3 people to attend training. You must pay the travel and living expenses of people attending training.

You must attend training. You may send any additional people to train that you want (up to the maximum described above). You must complete training to our satisfaction at least four weeks before opening your business.

We do not currently require additional training programs or refresher courses, but we have the right to do so.

Brand Standards Manual

See Exhibit E for the table of contents of our Brand Standards Manual as of the date of this disclosure document, with the number of pages devoted to each subject.



Item 12 TERRITORY

Exclusivity

We grant you an exclusive territory. In your territory, we will not establish either a company-owned or franchised outlet selling the same or similar goods or services under the same or similar trademarks or service marks as a LandJet outlet. Continuation of your territorial exclusivity does not depend on any contingency. There are no circumstances that permit us to modify your territorial rights.

Your Location

We anticipate that you will manage from your home or from a small office setting. Your primary office must be in your territory.

Grant of Territory

Your franchise agreement will specify a territory, which will have a population of approximately 500,000 to 1,000,000 people. The boundaries of your territory will be specified by zip codes, county or city lines, or some other limit.

Relocation; Establishment of Additional Outlets

You may relocate your business headquarters anywhere within your territory.

Options to Acquire Additional Franchises

You do not have the right to establish additional franchised outlets or expand into additional territory. If you desire to do so, you must (1) meet our then-current criteria for new franchisees, (2) be in compliance with your franchise agreement at all times since opening your business, (3) have demonstrated your capability to operate a multi-territory franchise successfully, and (4) obtain our agreement.

Restrictions on Us from Soliciting or Accepting Orders in Your Territory

The Territory is protected for customers in your defined market by where the customer is departing from. If the customer is departing from within your Territory, you have exclusive rights to provide service to that customer. Customers may be transported into your market that originates from a franchisee or company owned location not in your location. Conversely, you may transport your customers that originate in your market to another market where a different franchisee or company owned Territory exists.



Except as described in this paragraph, we will not serve customers in your territory, nor authorize another party to serve customers in your territory, under our LandJet brand. However, we may serve (or authorize other franchisees to serve) customers in your territory if you are in default, or if you are incapable of meeting customer demand in your territory. We may also serve (or authorize another franchisee to serve) a particular customer in your territory if you fail to properly serve such customer, or if we reasonably believe that you will not properly serve such customer.

We reserve the right to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory (i) using our principal trademarks, but only for sales of products or services different from the ones you will offer, and (ii) using trademarks different from the ones you will use. In the circumstances where the franchise agreement does not prohibit us from soliciting or accepting orders from inside your territory, we do pay compensation to you.

Soliciting by You Outside Your Territory

You cannot solicit or market to potential customers outside of your territory, except for solicitations or marketing which are primarily targeted inside the territory, and which incidentally reach potential customers outside of the territory. You cannot serve customers outside of your territory without our prior written permission. We may withdraw permission at any time.

Competition by Us Under Different Trademarks

Neither we nor any of our affiliates operate franchises or has plans to operate or franchise a business under a different trademark selling goods or services similar to those you will offer. However, the franchise agreement does not prohibit us from doing so.



Item 13 TRADEMARKS

Principal Trademark

The following is the principal trademark that we license to you. This trademark is owned by our Affiliate, LandJet, LLC. It is registered on the Principal Register of the United States Patent and Trademark Office.

Trademark	Registration Date	Registration Number
LandJet	7/23/2019	5813175
LandJet	8/24/2010	3837703

Because the federal trademark registration is less than six years old, no affidavits are required at this time. The registration has not yet been renewed for the mark under 5813175. The registration has been renewed on 12/14/2021 under the mark filed under registration number 3837703.

Determinations

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court. There are no pending infringement, opposition, or cancellation proceedings.

Litigation

There is no pending material federal or state court litigation regarding our use or ownership rights in a trademark.

Agreements

LandJet, LLC, our affiliate, owns the trademarks described in this Item. Under an Intercompany License Agreement between us and LandJet, LLC, we have been granted the exclusive right to sublicense the trademarks to franchisees throughout the United States. The agreement is of perpetual duration. It may be modified only by mutual consent of the parties. It may be canceled by our affiliate only if (1) we materially misuse the trademarks and fail to correct the misuse, or (2) we discontinue commercial use of the trademarks for a continuous period of more than one year. The Intercompany License Agreement specifies that if it is ever terminated, your franchise rights will remain unaffected.

Protection of Rights

We protect your right to use the principal trademarks listed in this Item, and we protect you against claims of infringement or unfair competition arising out of your use of the trademarks, to the extent described in this section.

The franchise agreement obligates you to notify us of the use of, or claims of rights to, a trademark



identical to or confusingly like a trademark licensed to you. The franchise agreement does



not require us to take affirmative action when notified of these uses or claims. We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you.

If you use our trademarks in accordance with the franchise agreement, then (i) we will defend you (at our expense) against any legal action by a third-party alleging infringement by your use of the trademark, and (ii) we will indemnify you for expenses and damages if the legal action is resolved unfavorably to you.

Under the franchise agreement, we may require you to modify or discontinue using a trademark, at your expense.

Superior Prior Rights and Infringing Uses

We do not know of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks.

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

We do not own rights in, or licenses to, patents that are material to the franchise. We do not have any pending patent applications.

Copyrights

All of our original works of authorship fixed in a tangible medium of expression are automatically protected under the U.S. Copyright Act, whether or not we have obtained registrations. This includes our Brand Standards Manual as well as all other sales, training, management and other materials that we have created or will create. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for your franchised business.

We do not have any registered copyrights. There are no pending copyright applications for our copyrighted materials. There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court regarding any copyright.

There are no agreements currently in effect that limit our right to use or license the use of our copyrighted materials.

We have no obligation to protect any of our copyrights or to defend you against claims arising from your use of copyrighted items. The franchise agreement does not require us to take affirmative action when notified of copyright infringement. We control any copyright litigation. We are not required to participate in the defense of a franchisee or indemnify a franchisee for expenses or damages in a proceeding involving a copyright licensed to the franchisee. We may



require you to modify or discontinue using the subject matter covered by any of our copyrights, at your expense.

We do not know of any copyright infringement that could materially affect you.

Proprietary Information

We have a proprietary, confidential Brand Standards Manual and related materials that include guidelines, standards and policies for the development and operation of your business. We also claim proprietary rights in other confidential information or trade secrets that include all methods for developing and operating the business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

You (and your owners, if the franchise is owned by an entity) must protect the confidentiality of our Brand Standards Manual and other proprietary information, and you must use our confidential information only for your franchised business. We may require your managers and key employees to sign confidentiality agreements.

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

Your Participation

You are required to participate personally in the direct operation of your business and must devote substantial time and attention to the business.

If you are the sole owner of the business, then you are deemed the “Principal Executive”. If the business is owned through a corporation or limited liability company, you must designate one person as your “Principal Executive”. The Principal Executive is the executive primarily responsible for your business and has decision-making authority on behalf of the business. The Principal Executive must own at least 10% of the business. The Principal Executive must complete our initial training program. The Principal Executive must complete any post-opening training programs that we develop in the future. The Principal Executive must make reasonable efforts to attend all in-person meetings and remote meetings (such as telephone conference calls), including regional or national brand conferences, that we require. The Principal Executive cannot fail to attend more than three consecutive required meetings.

If your business is owned by an entity, all owners of the business must sign our Guaranty and Non-Compete Agreement (see Attachment 2 to Exhibit B).

“On-Premises” Supervision

When your business performs services for a customer, you are not required to personally conduct “on-premises” supervision of your business. You are required to physically oversee the storage facility, or “hangar” operations to ensure operations meet brand standards.



There is no limit on who you can hire as an on-premises supervisor. The general manager of your business (whether that is you or a hired person) must successfully complete our training program.

If the franchise business is owned by an entity, we do not require that the general manager own any equity in the entity.

Restrictions on Your Manager

If we request, you must have your general manager sign a confidentiality and non-compete agreement. We do not require you to place any other restrictions on your manager.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale only goods and services that we have approved. You must offer for sale all goods and services that we require. We have the right to change the types of authorized goods or services, and there are no limits on our right to make changes. We do not restrict your access to customers, except that all sales must be made to customers in your territory.

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	Section in franchise or other agreement	Summary
a. Length of the franchise term	§ 3.1	5 years from date of franchise agreement.
b. Renewal or extension of the term	§ 3.2	You may obtain a successor franchise agreement for up to three additional 5-year terms.
c. Requirements for franchisee to renew or extend	§ 3.2	For our franchise system, “renewal” means that at the end of your term, you sign our successor franchise agreement for an additional 5 year term. You may be asked to sign a contract with materially different terms and conditions than your original contract. To renew, you must give advance notice to us; be in compliance with all contractual obligations to us and third parties; conform your business to then-current standards for new franchisees; sign then-current form of franchise agreement and related documents (including personal guaranty); sign general release (unless prohibited by applicable law). If you continue operating your franchise after the expiration of the term without a renewal agreement, then we may either terminate your operation at any time or deem you to have renewed your agreement for a 5-year term and collect the renewal fee.
d. Termination by franchisee	§ 14.1	If we violate a material provision of the franchise agreement and fail to cure or to make substantial progress toward curing the violation within 30 days after notice from you.
e. Termination by franchisor without cause	Not Applicable	
f. Termination by franchisor with cause	§ 14.2	We may terminate your franchise agreement for cause, subject to any applicable notice and cure opportunity.
g. “Cause” defined--curable defaults	§ 14.2	Non-payment by you (10 days to cure); violate franchise agreement other than non-curable default (30 days to cure).
h. “Cause” defined--non-curable defaults	§ 14.2	Misrepresentation when applying to be a franchisee; knowingly submitting false information; bankruptcy; violation of law; violation of confidentiality; violation of non-compete; violation of transfer restrictions; slander or libel of us; refusal to cooperate with our audit or evaluation; cease operations for more than 7 consecutive days; three defaults in 12 months; cross-termination; charge or

Provision	Section in franchise or other agreement	Summary
		conviction of, or plea to, a felony, commit or be accused of an act that is reasonably likely to materially and unfavorably affect our brand; any other breach of franchise agreement which by its nature cannot be cured.
i. Franchisee's obligations on termination/non-renewal	§§ 14.3 – 14.6	Pay all amounts due; return Manual and proprietary items; notify phone, internet, and other providers and transfer service; cease doing business; remove identification; purchase option by us.
j. Assignment of agreement by franchisor	§ 15.1	Unlimited
k. "Transfer" by franchisee - defined	Article 1	For you (or any owner of your business) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the business, (ii) the franchise agreement, (iii) any direct or indirect ownership interest in the business, or (iv) control of the business.
l. Franchisor's approval of transfer by franchisee	§ 15.2	No transfers without our approval.
m. Conditions for franchisor's approval of transfer	§ 15.2	Pay transfer fee; buyer meets our standards; buyer is not a competitor of ours; buyer and its owners sign our then-current franchise agreement and related documents (including personal guaranty); you've made all payments to us and are in compliance with all contractual requirements; buyer completes training program; you sign a general release; business complies with then-current system specifications.
n. Franchisor's right of first refusal to acquire franchisee's business	§ 15.5	If you want to transfer your business (other than to your co-owner or to your spouse, sibling, or child), we have a right of first refusal.
o. Franchisor's option to purchase franchisee's business	Not Applicable	
p. Death or disability of franchisee	§§ 2.4, 15.4	If you die or become incapacitated, a new principal executive acceptable to us must be designated to operate the business, and your executor must transfer the business to an approved new owner within nine months.
q. Non-competition covenants during the term of the franchise	§ 13.2	Neither you, any owner of the business, or any spouse of an owner may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by, any competitor.
r. Non-competition covenants after the franchise is terminated or expires	§ 13.2	For two years, neither you, any owner of the business, or any spouse of an owner may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by a competitor operating in your former territory or the territory of any other

Provision	Section in franchise or other agreement	Summary
		LandJet business operating on the date of termination or in a state where LandJet Franchising is registered with the state.
s. Modification of the agreement	§ 18.4	No modification or amendment of the franchise agreement will be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manual or system specifications.
t. Integration/merger clause	§ 18.3	Only the terms of the franchise agreement and other written agreements are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. However, no claim made in any franchise agreement is intended to disclaim the express representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	§ 17.1	All disputes are resolved by arbitration (except for injunctive relief) (subject to applicable state law).
v. Choice of forum	§§ 17.1; 17.5	Arbitration will take place where our headquarters is located (currently, Bettendorf, Iowa) (subject to applicable state law). Any legal proceedings not subject to arbitration will take place in the District Court of the United States, in the district where our headquarters is then located, or if this court lacks jurisdiction, the state courts of the state and county where our headquarters is then located (subject to applicable state law).
w. Choice of law	§ 18.8	Iowa (subject to applicable state law)

For additional disclosures required by certain states, refer to Exhibit G - State Addenda to Disclosure Document

Item 18 PUBLIC FIGURES

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



Item 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if:

- (1) a franchisor provides the actual records of an existing outlet you are considering buying; or
- (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

LandJet Franchising, LLC does not make any financial performance representations. 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 Ryan Landry, 3269 Moencks Ct., Bettendorf, IA 52722, and 866-526-3538, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20

OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For years 2022 to 2024

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2022	0	1	+1
	2023	1	3	+2
	2024	3	4	+1
Company-Owned	2022	3	3	0
	2023	3	2	-1
	2024	2	2	0
Total Outlets	2022	3	4	+1
	2023	4	5	+1
	2024	5	6	+1

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2022 to 2024

Column 1 State	Column 2 Year	Column 3 Number of Transfers
N/A	2022	0
	2023	0
	2024	0
Total	2022	0
	2023	0
	2024	0

Table 3
Status of Franchised Outlets
For years 2022 to 2024

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi- Nations	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
Iowa	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Nebraska	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Texas	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	1	0	0	0	0	2
Totals	2022	0	0	0	0	0	0	0
	2023	0	3	0	0	0	0	3
	2024	3	1	0	0	0	0	4



Table 4
Status of Company-Owned Outlets
For years 2022 to 2024

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired From Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
Iowa	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Totals	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1

Table 5
Projected Openings for 2025 As Of December 31, 2024

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlets In The Next Fiscal Year	Column 4 Projected New Company- Owned Outlets In the Next Fiscal Year
Florida	0	2	0
Georgia	0	1	0
Indiana	0	1	1
Totals	0	3	0

Current Franchisees

Exhibit F within the Franchise Agreement contains the names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets.

Former Franchisees

Exhibit F within the Franchise Agreement contains the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date.



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

Confidentiality Clauses

In the last three fiscal years, no franchisees have signed any contract, order, or settlement provision that directly or indirectly restricts a current or former franchisee from discussing his or her personal experience as a franchisee in our system with any prospective franchisee.

Franchisee Organizations

There are no trademark-specific franchisee organizations associated with our franchise system.

Item 21 FINANCIAL STATEMENTS

We have not been in business for three years or more, and therefore cannot include all financial statements required by the Franchise Rule of the Federal Trade Commission. Exhibit D contains our audited financial statements as of 12/31/2023, 12/31/2024 and our unaudited opening balance sheet statement as of 12/31/2022. Our fiscal year end is December 31.

Item 22 CONTRACTS

Copies of all proposed agreements regarding this franchise offering are attached as the following Exhibits:

- B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
- C. Form of General Release

Item 23 RECEIPTS

Detachable documents acknowledging your receipt of this disclosure document are attached as the last two pages of this disclosure document.



EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

We may register this Disclosure Document in some or all of the following states in accordance with the applicable state law. If and when we pursue franchise registration, or otherwise comply with the franchise investment laws, in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in each state and the state offices or officials that we will designate as our agents for service of process in those states:

State	State Administrator	Agent for Service of Process (if different from State Administrator)
California	Commissioner of Business Oversight Department of Business Oversight 1515 K Street Suite 200 Sacramento, CA 95814-4052 866-275-2677	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, HI 96810 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681	
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Commissioner of Securities 200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	
Minnesota	Minnesota Department of Commerce Securities-Franchise Registration 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Commissioner of Commerce Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500



State	State Administrator	Agent for Service of Process (if different from State Administrator)
New York	New York State Department of Law Investor Protection Bureau 28 Liberty St. 21st Floor New York, NY 10005 212-416-8236	Secretary of State 99 Washington Avenue Albany, NY 12231
North Dakota	North Dakota Securities Department 600 East Boulevard Ave., State Capital Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex-69-1 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Division of Insurance 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-3563	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760
Wisconsin	Division of Securities Department of Financial Institutions Post Office Box 1768 Madison, WI 53701 (608) 266-2801	Securities and Franchise Registration Wisconsin Securities Commission 201 West Washington Avenue, Suite 300 Madison, WI 53703



EXHIBIT B
FRANCHISE AGREEMENT

SUMMARY PAGE		
1	Franchisee Name	{franchisee name}
2	Initial Franchise Fee	{fee}
3	Business Location	{address}
4	Exclusive Territory	{Metro area} Metropolitan Areas which are comprised of the following counties: {county, county, county}
5	Opening / Launch Date	{launch date}
6	Principal Executive	{name of principal}
7	Franchisee Address	{address}
8	Effective Date and Term	{origination date and termination date}



FRANCHISE AGREEMENT

This Agreement is made between LandJet Franchising, LLC, an Iowa Limited Liability Company (the “LandJet Franchise”), and Franchisee effective as of the date signed by LandJet Franchise (the “Effective Date”).

Background Statement:

A. LandJet Franchise and its affiliate LandJet, LLC have created and own a system (the “System”) for developing and operating a professional business transportation services business under the trade name “LandJet”.

B. The System includes (1) methods, procedures, and standards for developing and operating a LandJet business, (2) products and services, (3) the Marks, (4) training programs, (5) business knowledge, (6) marketing plans and concepts, and (7) other mandatory or optional elements as determined by LandJet Franchise from time to time.

C. The parties desire that LandJet Franchise license the Marks and the System to Franchisee for Franchisee to develop and operate a LandJet business on the terms and conditions of this Agreement.

ARTICLE 1. DEFINITIONS

“**Action**” means any action, suit, proceeding, claim, demand, governmental investigation, governmental inquiry, judgment, or appeal thereof, whether formal or informal.

“**Approved Vendor**” means a supplier, vendor, or distributor of Inputs which has been approved by LandJet Franchise.

“**Business**” means the LandJet business owned by Franchisee and operated under this Agreement.

“**Competitor**” means any business which offers ground-based transportation services to paid customers for delivery, limousine, or professional transportation services.

“**Confidential Information**” means all non-public information of or about the System, LandJet Franchise, and any LandJet business, including all methods for developing and operating the Business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information, and know-how.

“**Gross Sales**” means the total dollar amount of all sales generated through the Business for a given period, including, but not limited to, payment for any services or products sold by Franchisee, whether for cash or credit. Gross Sales does not include (i) bona fide refunds to customers, (ii) sales taxes collected by Franchisee, (iii) sales of used equipment not in the ordinary course of business, or (iv) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Sales).

“**Input**” means any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating the Business.

“**Location**” means the location stated on the Summary Page.

“**Losses**” includes (but is not limited to) all losses; damages; fines; charges; expenses; lost profits; reasonable attorneys’ fees; travel expenses, expert witness fees; court costs; settlement amounts; judgments; loss of LandJet Franchise’s reputation and goodwill; costs of or resulting from delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

“**Manual**” means LandJet Franchise’s confidential Brand Standards Manual(s), including any supplements, additions, or revisions from time to time, which may be in any form or media.

“**Marketing Fund**” means the fund established (or which may be established) by LandJet Franchise into which Marketing Fund Contributions are deposited.

“**Marks**” means the trade name and logo contained on the Summary Page, and all other trade names, trademarks, service marks and logos specified by LandJet Franchise from time to time for use in a LandJet business.

“**Owner**” means each person or entity which directly or indirectly owns or controls any equity of Franchisee. If Franchisee is an individual person, then “Owner” means Franchisee.

“**Required Vendor**” means a supplier, vendor, or distributor of Inputs which LandJet Franchise requires franchisees to use.

“**System Standards**” means, as of any given time, the then-current mandatory procedures, requirements, and/or standards of the System as determined by LandJet Franchise, which may include without limitation, any procedures, requirements and/or standards for appearance, business metrics, cleanliness, customer service, design, equipment, inventory, marketing and public relations, operating days, operating hours, presentation of Marks, product and service offerings, quality of products and services (including any guaranty and warranty programs), reporting, safety, technology (such as computers, computer peripheral equipment, smartphones, point-of-sale systems, back-office systems, information management systems, security systems, video monitors, other software, backup and archiving systems, communications systems (including email, audio, and video systems), payment acceptance systems, and internet access, as well as upgrades, supplements, and modifications thereto), uniforms, and vehicles.

“**Territory**” means the territory stated on the Summary Page.

“**Transfer**” means for Franchisee (or any Owner) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the Business, (ii) this Agreement, (iii) any direct or indirect ownership interest in the Business, or (iv) control of the Business.

ARTICLE 2. GRANT OF LICENSE

2.1 Grant. LandJet Franchise grants to Franchisee the right to operate a LandJet business solely in the Territory. Franchisee shall develop, open and operate a LandJet business in the Territory for the entire term of this Agreement. This right is exclusive; however, other franchisee may have customers terminating, passing through or terminating in your territory. As such, the you will have the same right to terminate trips in other areas.

2.2 Protected Territory.

(a) Limitation. Franchisee shall not solicit or market to potential customers outside of the Territory, except for solicitations or marketing which are primarily targeted inside the Territory, and which incidentally reach potential customers outside of the Territory.

(b) Service. Franchisee shall not serve customers outside of the Territory without LandJet Franchise’s prior written permission, which permission shall not be unreasonably withheld, so long as the area outside the Territory is not within the territory of another franchisee. LandJet Franchise may withdraw permission at any time. If Franchisee serves a customer outside of the Territory, but inside the territory of another franchisee, without LandJet Franchise’s prior written permission, LandJet Franchise may impose a fee equal to the greater of (i) \$500 or (ii) 75% of the amount paid by such customer to Franchisee. If Franchisee serves a customer outside of the Territory, and not within the territory of another franchisee, it is assumed automatically approved and written approval is not needed. This fee is a reasonable estimate of LandJet Franchise’s internal

cost of personnel time attributable to addressing Franchisee's breach of this Section, and it is not a penalty or estimate of all damages arising from Franchisee's breach. This fee is in addition to all of LandJet Franchise's other rights and remedies. LandJet Franchise shall not establish, nor license the establishment of, another business within the Territory or which serves customers located in the Territory selling the same or similar goods or services under the same or similar trademarks or service marks as a LandJet business. However, LandJet Franchise retains the right to:

- (i) serve (or authorize other franchisees to serve) customers in the Territory if Franchisee is in default.
- (ii) serve (or authorize other franchisees to serve) a particular customer in the Territory if Franchisee fails to serve such customer.
- (iii) establish and license others to establish and operate LandJet businesses outside the Territory.
- (iv) operate and license others to operate businesses, which do not compete with Franchisee, anywhere that do not operate under the LandJet brand name; and
- (v) sell and license others to sell LandJet products and services to customers in the Territory through channels of distribution (including the internet) so long as such products and services are not provided through a LandJet outlet in the Territory, and are different from the products and services provided by Franchisee, provided that LandJet Franchise must immediately cease, or cause others it has licensed to immediately cease such sales of LandJet products and services, upon written notice from Franchisee that it will commence providing such products or services.

(c) Policies. LandJet Franchise may set policies binding on all franchisees regarding soliciting, marketing, and serving customers in another franchisee's territory, and LandJet Franchise may waive or modify such policies in any circumstance as LandJet Franchise reasonably determines. If Franchisee obtains a customer in the protected territory of another franchisee, then, in addition to all other rights and remedies LandJet Franchise may have, LandJet Franchise may in its discretion (i) require Franchisee to transfer the customer to such other franchisee, or (ii) require Franchisee to pay such other franchisee 75% of the Gross Sales received from such customer.

(d) Referrals. LandJet Franchise may set policies binding on all franchisees regarding referral fees (and other terms and conditions) when a customer is referred from one LandJet business to another. LandJet Franchise may waive or modify such policies in any circumstance as LandJet Franchise reasonably determines.

2.3 Franchisee Control. Franchisee represents that Attachment 1 (i) identifies each owner, officer, and director of Franchisee, and (ii) describes the nature and extent of each owner's interest in Franchisee. If any information on Attachment 1 changes (which is not a Transfer), Franchisee shall notify LandJet Franchise within 10 days.

2.4 Principal Executive. Franchisee agrees that the person designated as the "Principal Executive" on the Summary Page is the executive primarily responsible for the Business and has decision-making authority on behalf of Franchisee. The Principal Executive must have at least 10% ownership interest in Franchisee. The Principal Executive must participate in the direct operation of the Business and must devote substantial time and attention to the Business. If the Principal Executive dies, becomes incapacitated, transfers his/her interest in Franchisee, or otherwise ceases to be the executive primarily responsible for the Business, Franchisee shall promptly designate a new Principal Executive, subject to LandJet Franchise's reasonable approval.

2.5 Guaranty. If Franchisee is an entity, then Franchisee shall have each Owner sign a personal guaranty of Franchisee's obligations to LandJet Franchise, in the form of Attachment 2.

2.6 No Conflict. Franchisee represents to LandJet Franchise that Franchisee and each of its



Owners (i) are not violating any agreement (including any confidentiality or non-competition covenant) by entering into or performing under this Agreement, (ii) are not a direct or indirect owner of any Competitor, and (iii) are not listed or “blocked” in connection with, and are not in violation under, any anti-terrorism law, regulation, or executive order.

ARTICLE 3. TERM

3.1 Term. This Agreement commences on the Effective Date and continues for 5 years.

3.2 Successor Agreement. When the term of this Agreement expires, Franchisee may enter into a successor agreement for up to three additional periods of 5 years each, subject to the following conditions prior to each expiration:

- (i) Franchisee notifies LandJet Franchise of the election to renew between 90 and 180 days prior to the end of the term.
- (ii) Franchisee (and its affiliates) are in compliance with this Agreement and all other agreements with LandJet Franchise (or any of its affiliates) at the time of election and at the time of renewal.
- (iii) Franchisee has made or agrees to make (within a period of time acceptable to LandJet Franchise) changes to the Business as LandJet Franchise requires to conform to the then-current System Standards
- (iv) Franchisee and its Owners execute LandJet Franchise’s then-current standard form amendment to franchise agreement, which shall not materially alter this form, except that (A) the Term shall be extended, and (B) Franchisee will agree to comply with LandJet Franchise’s then-current System Standards

ARTICLE 4. FEES.

4.1 Initial Franchise Fee. Upon signing this Agreement, Franchisee shall pay an initial franchise fee in the amount of \$49,500 as stated on the Summary Page. This initial franchise fee is not refundable.

4.2 Royalty Fee. Franchisee shall pay LandJet Franchise a weekly royalty fee (the “Royalty Fee”) equal to the following tiered structure:

- (a) First \$250,000 of Gross Sales: 7% of your gross sales
- (b) \$250,001 to \$500,000 of Gross Sales: 6% of your gross sales
- (c) \$500,001 and above: 5% of your gross sales.

LandJet Franchise will provide a Settlement Report for all amounts collected the previous week, deduct the royalty, and remit to Franchisee. For trips booked by Franchisee, Franchisee will in turn provided a similar report and remit the Royalty Due weekly.

4.3 Marketing Fund Contribution.

(a) Marketing Fund Contribution. Franchisee shall pay LandJet Franchise a contribution to the Marketing Fund (the “Marketing Fund Contribution”) equal to 40 per week or 3% of Franchisee’s Gross Sales (or such lesser amount as LandJet Franchise determines), at the same time as the Royalty Fee. Franchisor will settle all customers deposit and payments weekly directly to the Franchisee account.

(b) Market Cooperative Contribution. If the Business participates in a Market

Cooperative, then Franchisee shall contribute to the Market Cooperative a percentage of Gross Sales (or other amount) determined by the Market Cooperative. Franchisor will bill all customers deposit their payment directly to the Franchisee account after each trip. Royalty fees will then be billed weekly to the Franchisee based on the previous weeks' time and due upon receipt.

(c) Intentionally Blank

4.4 Replacement / Additional Training Fee. If Franchisee sends an employee to LandJet Franchise's training program after opening, LandJet Franchise may charge its then-current reasonable training fee. As of the date of this Agreement, the training fee is \$500 per day.

4.5 Booking Fee. Franchisee will pay a fee of 3% per trip for the insides sales, booking, billing, collection and recording of revenue for all trips. The fee will be billed once per month and is due and payable each month on the 1st of the month.

4.6 Business Services Fee. Profit Cycle Service (Gross Margin) of \$45 per pilot to LandJet per month which includes on-boarding, payroll, expense reimbursement to enable software for gross margin reporting. This fee is payable each month on the 1st of the month.

4.7 Technology Platform Fee. Franchisee will have the ability to select from three different tiers of technology platform services.

4.8 Sales and Marketing Services Fee. Franchisee will have the ability to select from two different tiers of sales and marketing services:

Option 1: Franchisee executes independently of Franchisor (No Additional Cost)

Option 2: Franchisor manages for Franchisee (\$485 to \$3,000)

4.9 Non-Compliance Fee. LandJet Franchise may charge Franchisee \$500 for any instance of non-compliance with the System Standards or this Agreement (other than Franchisee's non-payment of a fee owed to LandJet Franchise) which Franchisee fails to cure after 30 days' notice. Thereafter, LandJet Franchise may charge Franchisee \$250 per week until Franchisee ceases such non-compliance. This fee is a reasonable estimate of LandJet Franchise's internal cost of personnel time attributable to addressing the non-compliance, and it is not a penalty or estimate of all damages arising from Franchisee's breach. The non-compliance fee is in addition to all of LandJet Franchise's other rights and remedies (including default and termination under Section 14.2).

4.10 Reimbursement. LandJet Franchise may (but is never obligated to) pay on Franchisee's behalf any amount that Franchisee owes to a supplier or other third party. If LandJet Franchise does so or intends to do so, Franchisee shall pay such amount plus a 10% administrative charge to LandJet Franchise within 15 days after invoice by LandJet Franchise accompanied by reasonable documentation.

4.11 Payment Terms.

(a) Method of Payment. Franchisee shall pay the Royalty Fee, Marketing Fund Contribution, and any other amounts owed to LandJet Franchise by pre-authorized bank draft or in such other manner as LandJet Franchise may require. Franchisee shall comply with LandJet Franchise's payment instructions.

(b) Calculation of Fees. Franchisee shall report weekly Gross Sales to LandJet Franchise by Monday of the following week. If Franchisee fails to report weekly Gross Sales, then LandJet Franchise may withdraw estimated Royalty Fees and Marketing Fund Contributions equal to 125% of the last Gross Sales reported to LandJet Franchise, and the parties will true-up the actual fees after Franchisee reports Gross Sales. Franchisee acknowledges that LandJet Franchise has the right to remotely access Franchisee's point-of-sale system to calculate Gross Sales.

(c) Late Fees and Interest. If Franchisee does not make a payment within five days of the date due, Franchisee shall pay a \$100 "late fee" plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at

the highest rate allowed by law).

(d) Insufficient Funds. LandJet Franchise may charge \$30 for any payment returned for insufficient funds (or, if such amount exceeds the maximum allowed by law, then the fee allowed by law).

(e) Costs of Collection. Franchisee shall repay any costs incurred by LandJet Franchise (including reasonable attorney fees) in attempting to collect payments owed by Franchisee.

(f) Application. LandJet Franchise may apply any payment received from Franchisee to any obligation and in any order as LandJet Franchise may determine, regardless of any designation by Franchisee.

(g) Obligations Independent; No Set-Off. The obligations of Franchisee to pay to LandJet Franchise any fees or amounts described in this Agreement are not dependent on LandJet Franchise's performance and are independent covenants by Franchisee. Franchisee shall make all such payments without offset or deduction.

ARTICLE 5. ASSISTANCE

5.1 Manual. LandJet Franchise shall make its Manual available to Franchisee.

5.2 Assistance in Hiring Employees. LandJet Franchise shall provide its suggested staffing levels to Franchisee. LandJet Franchise shall provide suggested guidelines for hiring employees. All hiring decisions and conditions of employment are Franchisee's sole responsibility.

5.3 Assistance in Training Employees. LandJet Franchise shall, to the extent it deems appropriate, provide programs for Franchisee to conduct training of new employees.

5.4 Pre-Opening Assistance.

(a) Pre-Opening Specifications and Vendors. To the extent not included in the Manual, LandJet Franchise shall provide Franchisee with (i) applicable System Standards and other specifications as LandJet Franchise deems appropriate (which may include specifications regarding inventory, supplies, materials, and other matters), and (ii) LandJet Franchise's lists of Approved Vendors and/or Required Vendors.

(b) Business Plan Review. If requested by Franchisee, LandJet Franchise shall review and advise on Franchisee's pre-opening business plan and financial projections. **Franchisee acknowledges that LandJet Franchise accepts no responsibility for the performance of the Business.**

(c) Pre-Opening Training. LandJet Franchise shall make available its standard pre-opening training to the Principal Executive and up to 2 other employees, at LandJet Franchise's headquarters and/or at a LandJet business designated by LandJet Franchise. LandJet Franchise shall not charge any fee for this training. Franchisee is responsible for its own travel, lodging, meal, and other out-of-pocket expenses. LandJet Franchise reserves the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the program.

(d) Market Introduction Plan. LandJet Franchise shall advise Franchisee regarding the planning and execution of Franchisee's market introduction plan.

(e) On-Site Opening Assistance. LandJet Franchise shall have a representative support Franchisee's business opening with at least 2 days of onsite opening training and assistance.

5.5 Post-Opening Assistance.

(a) Advice, Consulting, and Support. If Franchisee requests, LandJet Franchise will provide advice to Franchisee (by telephone or electronic communication) regarding improving and developing Franchisee's business, and resolving operating problems Franchisee encounters, to the extent LandJet Franchise deems reasonable. If LandJet Franchise provides in-person support in response to Franchisee's request, LandJet Franchise may charge its then-current fee plus any out-

of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).

(b) Pricing. Upon request, LandJet Franchise will provide required pricing for products and services offered by franchisees of the System.

(c) Procedures. LandJet Franchise will provide Franchisee with LandJet Franchise's recommended administrative, bookkeeping, accounting, and inventory control procedures. LandJet Franchise may make any such procedures part of required (and not merely recommended) System Standards.

(d) Marketing. LandJet Franchise shall manage the Marketing Fund.

(e) Internet. LandJet Franchise shall maintain a website for LandJet, which will include Franchisee's location (or territory) and telephone number.

ARTICLE 6. LOCATION, DEVELOPMENT, AND OPENING

6.1 Location. Franchisee is solely responsible for selecting the Location. If the Location is not stated on the Summary Page, then Franchisee shall find a suitable Location that meets LandJet Franchise's System Standards (if any) within the Territory.

6.2 Lease. In connection with any lease between Franchisee and the landlord of the Location, if requested by LandJet Franchise, Franchisee must submit the proposed lease to LandJet Franchise for written approval

6.3 Development. If the Location will be open to the public or used for meeting customers or potential customers, then Franchisee shall construct (or remodel) and finish the Location in conformity with LandJet Franchise's System Standards.

6.4 New Franchisee Training. Franchisee's Principal Executive must complete LandJet Franchise's training program for new franchisees to LandJet Franchise's satisfaction at least four weeks before opening the Business.

6.5 Conditions to Opening. Franchisee shall notify LandJet Franchise at least 30 days before Franchisee intends to open the Business. Before opening, Franchisee must satisfy all of the following conditions: (1) Franchisee is in compliance with this Agreement, (2) Franchisee has obtained all applicable governmental permits and authorizations, (3) the Business conforms to all applicable System Standards, (4) Franchisee has hired sufficient employees, (5) Franchisee's officers and employees have completed all of LandJet Franchise's required pre-opening training; and (6) LandJet Franchise has given its written approval to open, which will not be unreasonably withheld.

6.6 Opening Date. Franchisee shall use reasonable efforts to open the Business on or before the date stated on the Summary Page.

ARTICLE 7. OPERATIONS

7.1 Compliance with Manual and System Standards. Franchisee shall at all times and at its own expense comply with all mandatory obligations contained in the Manual and with all other System Standards.

7.2 Compliance with Law. Franchisee and the Business shall comply with all laws and regulations. Franchisee and the Business shall obtain and keep in force all governmental permits and licenses necessary for the Business.

7.3 Products and Services. Franchisee shall offer products and services, from time to time as prescribed by LandJet Franchise in the Manual or otherwise in writing excluding those deemed unnecessary or unreasonable for our clientele. Franchisee shall provide products deemed necessary and reasonable and perform all services in a high- quality manner designed to meet or exceed the customer's reasonable expectations and all applicable System Standards. Franchisee shall implement any guaranties, warranties, or similar commitments regarding products and/or services that LandJet Franchise may require.

7.4 Prices. LandJet Franchise may require Franchisee to offer products and services at specific prices reasonably determined by LandJet Franchise, if LandJet Franchise is promoting such products and services on a national, regional, or local market basis, for the duration of the promotion (but only to the extent permitted by applicable law). Notwithstanding the foregoing, LandJet Franchise may not require Franchisee to engage in loss leader pricing.

7.5 Personnel.

(a) Service. Franchisee shall use best efforts to cause its personnel to render competent and courteous service to all customers and members of the public.

(b) Appearance. Franchisee shall cause its personnel to comply with any dress attire, uniform, personal appearance, and hygiene standards set forth in the Manual.

(c) Qualifications. LandJet Franchise may set minimum qualifications for categories of employees employed by Franchisee.

(d) Sole Responsibility. Franchisee is solely responsible for the terms and conditions of employment of all of its personnel, including recruiting, hiring, training, scheduling, supervising, compensation, and termination. Franchisee is solely responsible for all actions of its personnel. Franchisee and LandJet Franchise are not joint employers, and no employee of Franchisee will be an agent or employee of LandJet Franchise. Within seven days of LandJet Franchise's request, Franchisee and each of its employees will sign an acknowledgment form stating that Franchisee alone (and not LandJet Franchise) is the employee's sole employer. Franchisee will use its legal name on all documents with its employees and independent contractors, including, but not limited to, employment applications, timecards, pay checks, and employment and independent contractor agreements, and Franchisee will not use the Marks on any of these documents.

7.6 Post-Opening Training. LandJet Franchise may at any time require that the Principal Executive and/or any other employees complete training programs, in any format and in any location determined by LandJet Franchise. LandJet Franchise may charge a reasonable fee for any training programs. LandJet Franchise may require Franchisee to provide training programs to its employees. If a training program is held at a location which requires travel by the Principal Executive or any other employee, then Franchisee shall pay all travel, living and other expenses.

7.7 Software. Without limiting the generality of Section 7.1 or Section 8.1, Franchisee shall acquire and use all software and related systems required by LandJet Franchise. Franchisee shall enter into any subscription and support agreements that LandJet Franchise may require. Franchisee shall upgrade, update, or replace any software from time to time as LandJet Franchise may require. Franchisee shall protect the confidentiality and security of all software systems, and Franchisee shall abide by any System Standards related thereto. Franchisee shall give LandJet Franchise unlimited access to Franchisee's point of sale system and other software systems used in the Business, by any means designated by LandJet Franchise.

7.8 Customer Complaints. Franchisee shall use its best efforts to promptly resolve any customer complaints. LandJet Franchise may take any action it reasonably deems appropriate to resolve a customer complaint regarding the Business, and LandJet Franchise may require Franchisee to reimburse LandJet Franchise for any expenses.

7.9 Evaluation and Compliance Programs. Franchisee shall participate at its own expense in programs reasonably required from time to time by LandJet Franchise for obtaining customer evaluations, reviewing Franchisee's compliance with the System, and/or managing customer complaints, which may include (but are not limited to) a customer feedback system, customer survey programs, and mystery shopping. LandJet Franchise shall share with Franchisee the results of these programs, as they pertain to the Business. Franchisee must meet or exceed any minimum

score requirements set by LandJet Franchise for such programs. LandJet Franchise may set minimum scores that Franchisee must receive from the public on internet review sites (such as Yelp or Google), which such minimum scores cannot be required to be greater than three and one half (3.5) stars.

7.10 Payment Systems. Franchisee shall accept payment from customers in any form or manner designated by LandJet Franchise (which may include, for example, cash, specific credit and/or debit cards, gift cards, electronic fund transfer systems, and mobile payment systems).

7.11 Gift Cards, Loyalty Programs, and Incentive Programs. At its own expense, Franchisee shall sell or otherwise issue gift cards, certificates, or other pre-paid systems, and participate in any customer loyalty programs, membership/subscription programs, or customer incentive programs, designated by LandJet Franchise, in the manner specified by LandJet Franchise in the Manual or otherwise in writing. Franchisee shall honor all valid gift cards and other pre-paid systems, regardless of whether issued by Franchisee or another LandJet business. Franchisee shall comply with all procedures and specifications of LandJet Franchise related to gift cards, certificates, and other pre-paid systems, or related to customer loyalty, membership/subscription, or customer incentive programs.

7.12 Maintenance and Repair. If the Location will be open to the public or used for meeting customers or potential customers, then Franchisee shall at all times keep the Business in a neat and clean condition, perform all appropriate maintenance, and keep all physical property in good repair. In addition, Franchisee shall promptly perform all work on the physical property of the Business as LandJet Franchise may prescribe from time to time.

7.13 Vehicles. Franchisee acknowledges that the specially designed transportation vans are an integral part of the LandJet business model. Franchisee shall ensure that all vehicles comply with all applicable System Standards, including without limitation required equipment and exterior décor. Franchisee shall keep all vehicles in excellent or better condition, clean, and free of dents and other damage, and shall ensure that the vehicles present a first-class image appropriate to LandJet Franchise's System. Franchisee shall use the vehicle solely for the Business.

7.14 Meetings. The Principal Executive shall use reasonable efforts to attend all meetings and LandJet Franchise shall make reasonable effort to offer attendance options remotely. (Such as telephone conference calls) that LandJet Franchise requires, including any national or regional brand conventions. Franchisee shall not permit the Principal Executive to fail to attend more than three consecutive required meetings.

7.15 Insurance.

(a) Franchisee shall obtain and maintain insurance policies in the types and amounts as specified by LandJet Franchise in the Manual. If not specified in the Manual, Franchisee shall maintain at least the following insurance coverage:

- (i) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than \$1,000,000 single limit per occurrence and \$3,000,000 aggregate limit (this may be higher depending on corporate clients)
- (ii) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than \$1,500,000, and
- (iii) Workers Compensation coverage as required by state law. Your policies (other than Workers Compensation) must list us and our affiliates as an additional insured, must include a waiver of subrogation in favor of us and our affiliates, must

be primary and non-contributing with any insurance carried by us or our affiliates, and must stipulate that we receive 30 days' prior written notice of cancellation.

Franchisee's policies (other than Workers Compensation) must (1) list LandJet Franchise and its affiliates as an additional insured, (2) include a waiver of subrogation in favor of LandJet Franchise and its affiliates, (3) be primary and non-contributing with any insurance carried by LandJet Franchise or its affiliates, and (4) stipulate that LandJet Franchise shall receive 30 days' prior written notice of cancellation.

7.16 Payments to Third Parties and Government. Franchisee shall pay all vendors and suppliers in a timely manner. Franchisee shall pay all taxes when due. If Franchisee borrows money, it shall comply with the terms of its loan and make all loan payments when due. If Franchisee leases the Location, Franchisee shall comply with its lease for the Location and make all rent payments when due.

7.17 Public Relations. Franchisee shall not make any public statements (including giving interviews or issuing press releases) regarding LandJet, the Business, or any incident or occurrence related to the Business, without LandJet Franchise's prior written approval, which will not be unreasonably withheld.

7.18 Association with Causes. Franchisee shall not in the name of the Business (i) donate money, products, or services to any charitable, political, religious, or other organization, or (ii) act in support of any such organization, without LandJet Franchise's prior written approval, which will not be unreasonably withheld.

7.19 No Other Activity Associated with the Business. Franchisee shall not use the assets of the Business for any purpose other than the Business. Franchisee shall not "co-brand" or associate any other business activity with the LandJet Business in a manner which is likely to cause the public to perceive it to be related to the LandJet Business. If Franchisee is an entity, the entity shall not own or operate any other business except LandJet businesses.

7.20 No Third-Party Management. Franchisee shall not engage a third-party management company to manage or operate the Business without the prior written approval of LandJet Franchise, which will not be unreasonably withheld.

7.21 No Subcontracting. Franchisee shall not subcontract or delegate to a third party any services to be performed by Franchisee for a customer (other than engaging individuals as independent contractors in the ordinary course of business).

7.22 Identification. Franchisee must identify itself as the independent owner of the Business in the manner prescribed by LandJet Franchise.

7.23 Business Practices. Franchisee, in all interactions with customers, employees, vendors, governmental authorities, and other third parties, shall be honest and fair. Franchisee shall comply with any code of ethics or statement of values from LandJet Franchise. Franchisee shall not take any action which may injure the goodwill associated with the Marks.

ARTICLE 8. SUPPLIERS AND VENDORS

8.1 Generally. Franchisee shall acquire all Inputs required by LandJet Franchise from time to time in accordance with System Standards. LandJet Franchise may require Franchisee to purchase or lease any Inputs from LandJet Franchise, LandJet Franchise's designee, Required Vendors, Approved Vendors, and/or under LandJet Franchise's specifications. LandJet Franchise may change any such requirement or change the status of any vendor. To make such requirement or change effective, LandJet Franchise shall issue the appropriate System Standards.

Alternate Vendor Approval. If LandJet Franchise requires Franchisee to purchase a particular Input only from an Approved Vendor or Required Vendor, and Franchisee desires to purchase the



Input from another vendor, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by LandJet Franchise. LandJet Franchise may condition its approval on such criteria as LandJet Franchise reasonably deems appropriate, which may include evaluations of the vendor's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. LandJet Franchise will provide Franchisee with written notification of the approval or disapproval of any proposed new vendor within 30 days after receipt of Franchisee's request.

8.2 Alternate Input Approval. If LandJet Franchise requires Franchisee to purchase a particular Input, and Franchisee desires to purchase an alternate to the Input, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by LandJet Franchise. LandJet Franchise will provide Franchisee with written notification of the approval or disapproval of any proposed alternate Input within 30 days after receipt of Franchisee's request.

8.3 Purchasing. LandJet Franchise may negotiate prices and terms with vendors on behalf of the System. LandJet Franchise may receive rebates, payments, or other consideration from vendors in connection with purchases by franchisees. LandJet Franchise has the right (but not the obligation) to collect payments from Franchisee on behalf of a vendor and remit the payments to the vendor, without charge for administering the payment program. LandJet Franchise may implement a centralized purchasing system. LandJet Franchise may establish a purchasing cooperative and require Franchisee to join and participate in the purchasing cooperative on such terms and conditions as LandJet Franchise may determine.

8.4 No Liability of Franchisor. LandJet Franchise shall not have any liability to Franchisee for any claim or loss related to any product provided or service performed by any Approved Vendor or Required Vendor, including without limitation defects, delays, or unavailability of products or services.

8.5 Product Recalls. If LandJet Franchise or any vendor, supplier, or manufacturer of an item used or sold in Franchisee's Business issues a recall of such item or otherwise notifies Franchisee that such item is defective or dangerous, Franchisee shall immediately cease using or selling such item, and Franchisee shall at its own expense comply with all instructions from LandJet Franchise or the vendor, supplier, or manufacturer of such item with respect to such item, including without limitation the recall, repair, and/or replacement of such item.

ARTICLE 9.MARKETING

9.1 Approval and Implementation. Franchisee shall not conduct any marketing, advertising, or public relations activities (including websites, online advertising, social media marketing or presence, and sponsorships) that have not been approved by LandJet Franchise. LandJet Franchise may (but is not obligated to) operate all "social media" accounts on behalf of the System, or it may permit franchisees to operate one or more accounts. Franchisee must comply with any System Standards regarding marketing, advertising, and public relations, include any social media policy that LandJet Franchise may prescribe. Franchisee shall implement any marketing plans or campaigns determined by LandJet Franchise. Should this agreement be terminated Franchisee will own any social media channels created by Franchisee and associated followers provided that it may not use, and need to delete, any LandJet trademarks, logos, names, or derivatives and nothing in this section overrides or usurps the non-compete guarantees in this agreement.

9.2 Use By LandJet Franchise. LandJet Franchise may use any marketing materials or

campaigns developed by or on behalf of Franchisee, and Franchisee hereby grants an unlimited, perpetual, royalty-free license to LandJet Franchise for such purpose.

9.3 Marketing Fund. LandJet Franchise may establish a Marketing Fund to promote the System on a local, regional, national, and/or international level. If LandJet Franchise has established a Marketing Fund:

(a) Separate Account. LandJet Franchise shall hold the Marketing Fund Contributions from all franchisees in one or more bank accounts separate from LandJet Franchise's other accounts.

(b) Use. LandJet Franchise shall use the Marketing Fund only for marketing, advertising, and public relations materials, programs, and campaigns (including at local, regional, national, and/or international level), and related overhead. The foregoing includes such activities and expenses as LandJet Franchise reasonably determines, and may include, without limitation: development and placement of advertising and promotions; sponsorships; contests and sweepstakes; development of décor, trade dress, Marks, and/or branding; development and maintenance of brand websites; social media; internet activities; e-commerce programs; search engine optimization; market research; public relations, media or agency costs; trade shows and other events; printing and mailing; and administrative and overhead expenses related to the Marketing Fund (including the compensation of LandJet Franchise's employees working on marketing and for accounting, bookkeeping, reporting, legal and other expenses related to the Marketing Fund).

(c) Discretion. Franchisee agrees that expenditures from the Marketing Fund need not be proportionate to contributions made by Franchisee or provide any direct or indirect benefit to Franchisee. The Marketing Fund will be spent at LandJet Franchise's sole discretion, and LandJet Franchise has no fiduciary duty about the Marketing Fund.

(d) Contribution by Other Outlets. LandJet Franchise is not obligated to (i) have all other LandJet businesses (whether owned by other franchisees or by LandJet Franchise or its affiliates) contribute to the Marketing Fund, or (ii) have other LandJet businesses that do contribute to the Marketing Fund contribute the same amount or at the same rate as Franchisee.

(e) Surplus or Deficit. LandJet Franchise may accumulate funds in the Marketing Fund and carry the balance over to subsequent years. If the Marketing Fund operates at a deficit or requires additional funds at any time, LandJet Franchise may loan such funds to the Marketing Fund on reasonable terms.

(f) Financial Statement. LandJet Franchise will prepare an unaudited annual financial statement of the Marketing Fund within 120 days of the close of LandJet Franchise's fiscal year and will provide the financial statement to Franchisee upon request.

9.4 Market Cooperatives. LandJet Franchise may establish market advertising and promotional cooperative funds ("Market Cooperative") in any geographical areas. If a Market Cooperative for the geographic area encompassing the Territory has been established at the time Franchisee commences operations hereunder, Franchisee shall immediately become a member of such Market Cooperative. If a Market Cooperative for the geographic area encompassing the Territory is established during the term of this Agreement, Franchisee shall become a member of such Market Cooperative within 30 days. LandJet Franchise shall not require Franchisee to be a member of more than one Market Cooperative. If LandJet Franchise establishes a Market Cooperative:

(a) Governance. Each Market Cooperative will be organized and governed in a form



and manner, and shall commence operations on a date, determined by LandJet Franchise. LandJet Franchise may require the Market Cooperative to adopt bylaws or regulations prepared by LandJet Franchise. Unless otherwise specified by LandJet Franchise, the activities carried on by each Market Cooperative shall be decided by a majority vote of its members. LandJet Franchise will be entitled to attend and participate in any meeting of a Market Cooperative. Any LandJet business owned by LandJet Franchise in the Market Cooperative shall have the same voting rights as those owned by its franchisees. Each Business owner will be entitled to cast one vote for each Business owned, provided, however, that a franchisee shall not be entitled to vote if it is in default under its franchise agreement. If the members of a Market Cooperative are unable or fail to determine the

way Market Cooperative monies will be spent, LandJet Franchise may assume this decision-making authority after 10 days' notice to the members of the Market Cooperative.

(b) Purpose. Each Market Cooperative shall be devoted exclusively to administering regional advertising and marketing programs and developing (subject to LandJet Franchise's approval) standardized promotional materials for use by the members in local advertising and promotion.

(c) Approval. No advertising or promotional plans or materials may be used by a Market Cooperative or furnished to its members without the prior approval of LandJet Franchise pursuant to Section 9.1. LandJet Franchise may designate the national or regional advertising agencies used by the Market Cooperative.

(d) Funding. The majority vote of the Market Cooperative will determine the dues to be paid by members of the Market Cooperative, including Franchisee, but not less than 1% and not more than 3% of Gross Sales.

(e) Enforcement. Only LandJet Franchise will have the right to enforce the obligations of franchisees who are members of a Market Cooperative to contribute to the Market Cooperative.

(f) Termination. LandJet Franchise may terminate any Market Cooperative. Any funds left in a Market Cooperative upon termination will be transferred to the Marketing Fund.

9.5 Required Spending. Franchisee shall spend an average of at least 2% of Gross Sales each month on marketing the Business. Franchisee shall pay the local advertising expenditure to LandJet Franchise. LandJet Franchise has the sole discretion to determine what activities constitute "marketing" under this Section. All contributions to a Market Cooperative, the amount of the contribution will be counted towards Franchisee's required spending under this Section.

9.6 Market Introduction Plan. Franchisee must develop a market introduction plan and obtain LandJet Franchise's approval of the market introduction plan at least 30 days before the projected opening date of the Business.

ARTICLE 10. RECORDS AND REPORTS

10.1 Systems. Franchisee shall use such customer data management, sales data management, administrative, bookkeeping, accounting, and inventory control procedures and systems as LandJet Franchise may specify in the Manual or otherwise in writing.

10.2 Reports.

(a) Financial Reports. Franchisor will have access to all financial records of franchisee on the common platform and has access to periodic financial reports as LandJet Franchise may require in the Manual or need, including:

- (i) a monthly profit and loss statement and balance sheet for the Business
- (ii) an annual financial statement (including profit and loss statement, cash flow statement, and balance sheet); and
- (iii) any information LandJet Franchise requests in order to prepare a financial performance representation for LandJet Franchise's franchise disclosure document.

(b) Legal Actions and Investigations. Franchisee shall promptly notify LandJet Franchise of any Action or threatened Action by any customer, governmental authority, or other third party against Franchisee or the Business, or otherwise involving the Franchisee or the Business. Franchisee shall provide such documents and information related to any such Action as LandJet Franchise may request.

(c) Government Inspections. Franchisee shall give LandJet Franchise copies of all inspection reports, warnings, certificates, and ratings issued by any governmental entity with respect to the Business, within three days of Franchisee's receipt thereof.

(d) Other Information. Franchisee shall submit to LandJet Franchise such other financial statements, budgets, forecasts, reports, records, copies of contracts, documents related to litigation, tax returns, copies of governmental permits, and other documents and information related to the Business as specified in the Manual or that LandJet Franchise may reasonably request.

10.3 Initial Investment Report. Within 120 days after opening for business, Franchisee shall submit to LandJet Franchise a report detailing Franchisee's investment costs to develop and open the Business, with costs allocated to the categories described in Item 7 of LandJet Franchise's Franchise Disclosure Document and with such other information as LandJet Franchise may request.

10.4 Business Records. Franchisee shall keep complete and accurate books and records reflecting all expenditures and receipts of the Business, with supporting documents (including, but not limited to, payroll records, payroll tax returns, register receipts, production reports, sales invoices, bank statements, deposit receipts, cancelled checks and paid invoices) for at least three years. Franchisee shall keep such other business records as LandJet Franchise may specify in the Manual or otherwise in writing.

10.5 Records Audit. LandJet Franchise may examine and audit all books and records related to the Business, and supporting documentation, at any reasonable time. LandJet Franchise may conduct the audit at the Location and/or require Franchisee to deliver copies of books, records and supporting documentation to a location designated by LandJet Franchise. Franchisee shall also reimburse LandJet Franchise for all costs and expenses of the examination or audit if (i) LandJet Franchise conducted the audit because Franchisee failed to submit required reports or was otherwise not in compliance with the System, or (ii) the audit reveals that Franchisee understated Gross Sales by 3% or more for any month.

ARTICLE 11. FRANCHISOR RIGHTS

11.1 Manual; Modification. The Manual, and any part of the Manual, may be in any form or media determined by LandJet Franchise. LandJet Franchise may supplement, revise, or modify the Manual, and LandJet Franchise may change, add, or delete System Standards at any time in its discretion. LandJet Franchise may inform Franchisee thereof by any method that LandJet Franchise deems appropriate (which need not qualify as "notice" under Section 18.9). In the event of any dispute as to the contents of the Manual, LandJet Franchise's master copy will control.

11.2 Business Evaluation. LandJet Franchise may accompany Franchisee or its personnel on any services performed for a customer to conduct an evaluation. If the Location will be open to the public or used for meeting customers or potential customers, LandJet Franchise may enter the premises of the Business from time to time during normal business hours and conduct an evaluation. Franchisee shall cooperate with LandJet Franchise's evaluators. The evaluation may include, but is not limited to, observing operations, conducting a physical inventory, evaluating physical conditions, monitoring sales activity, speaking with employees and customers, and removing samples of products, supplies and materials. LandJet Franchise may videotape and/or take photographs of the evaluation. Franchisee will, as soon as reasonably practical, correct any deficiencies noted during an

evaluation. If LandJet Franchise conducts an evaluation because of a governmental report, customer complaint or other customer feedback, or a default or non-compliance with any System Standard by Franchisee (including following up a previous failed evaluation), then LandJet



Franchise may charge all out-of-pocket expenses plus its then-current evaluation fee to Franchisee.

11.3 LandJet Franchise's Right to Cure. If Franchisee breaches or defaults under any provision of this Agreement, LandJet Franchise may (but has no obligation to) take any action to cure the default on behalf of Franchisee, without any liability to Franchisee. Franchisee shall reimburse LandJet Franchise for its costs and expenses (including the allocation of any internal costs) for such action, plus 10% as an administrative fee.

11.4 Right to Discontinue Supplies Upon Default. While Franchisee is in default or breach of this Agreement, LandJet Franchise may (i) require that Franchisee pay cash on delivery for products or services supplied by LandJet Franchise, (ii) stop selling or providing any products and services to Franchisee, and/or (iii) request any third-party vendors to not sell or provide products or services to Franchisee. No such action by LandJet Franchise shall be a breach or constructive termination of this Agreement, change in competitive circumstances or similarly characterized, and Franchisee shall not be relieved of any obligations under this Agreement because of any such action. Such rights of LandJet Franchise are in addition to any other right or remedy available to LandJet Franchise.

11.5 Business Data. All customer data and other non-public data generated by the Business is Confidential Information and is exclusively owned by LandJet Franchise. LandJet Franchise hereby licenses such data back to Franchisee without charge solely for Franchisee's use in connection with the Business for the term of this Agreement.

11.6 Innovations. Franchisee shall disclose to LandJet Franchise all ideas, plans, improvements, concepts, methods, and techniques relating to the Business (collectively, "Innovations") conceived or developed by Franchisee, its employees, agents, or contractors. LandJet Franchise will have the right to use and incorporate any Innovations into the System. In turn, LandJet will share best practices from other franchisees with Franchisee.

11.7 Communication Systems. If LandJet Franchise provides email accounts and/or other communication systems to Franchisee, then Franchisee acknowledges that it has no expectation of privacy in the assigned email accounts and other communications systems, and Franchisee authorizes LandJet Franchise to access such communications.

11.8 Delegation. LandJet Franchise may delegate any duty or obligation of LandJet Franchise under this Agreement to an affiliate or to a third party.

11.9 System Variations. LandJet Franchise may vary or waive any System Standard for any one or more LandJet franchises due to the peculiarities of the particular site or circumstances, density of population, business potential, population of trade area, existing business practices, applicable laws or regulations, or any other condition relevant to the performance of a franchise or group of franchises. Franchisee is not entitled to the same variation or waiver.

ARTICLE 12. MARKS

12.1 Authorized Marks. Franchisee shall use no trademarks, service marks or logos in connection with the Business other than the Marks. Franchisee shall use all Marks specified by LandJet Franchise, and only in the manner as LandJet Franchise may require. Franchisee has no rights in the Marks other than the right to use them in the operation of the Business in compliance with this Agreement. All use of the Marks by Franchisee and any goodwill associated with the

Marks, including any goodwill arising due to Franchisee's operation of the Business, will inure to the exclusive benefit of LandJet Franchise.

12.2 Change of Marks. LandJet Franchise may add, modify, or discontinue any Marks to be used under the System. Within a reasonable time after LandJet Franchise makes any such change, Franchisee must comply with the change, at Franchisee's expense.

12.3 Infringement.

(a) Defense of Franchisee. If Franchisee has used the Marks in accordance with this Agreement, then (i) LandJet Franchise shall defend Franchisee (at LandJet Franchise's expense) against any Action by a third-party alleging infringement by Franchisee's use of a Mark, and (ii) LandJet Franchise will indemnify Franchisee for expenses and damages if the Action is resolved unfavorably to Franchisee.

(b) Infringement by Third Party. Franchisee shall promptly notify LandJet Franchise if Franchisee becomes aware of any possible infringement of a Mark by a third party. LandJet Franchise may, in its sole discretion, commence or join any claim against the infringing party.

(c) Control. LandJet Franchise shall have the exclusive right to control any prosecution or defense of any Action related to possible infringement of or by the Marks.

12.4 Name. If Franchisee is an entity, it shall not use the words "LandJet" or any confusingly similar words in its legal name without written consent of Franchisor.

ARTICLE 13. COVENANTS

13.1 Confidential Information. With respect to all Confidential Information, Franchisee shall (a) adhere to all procedures prescribed by LandJet Franchise for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not specifically authorized in writing by LandJet Franchise, (d) exercise a commercially reasonable degree of diligence and effort to maintain the confidentiality of all such information during and after the term of this Agreement,

(e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Franchisee acknowledges that all Confidential Information is owned by LandJet Franchise (except for Confidential Information which LandJet Franchise licenses from another person or entity). This Section will survive the termination or expiration of this Agreement indefinitely.

13.2 Covenants Not to Compete.

(a) Restriction – In Term. During the term of this Agreement, neither Franchisee, any Owner, nor any spouse of an Owner (the "Restricted Parties") shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor.

(b) Restriction – Post Term. For two years after this Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer), no Restricted Party shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor operating in any of Franchisee's Territory or the territory of any other LandJet business operating on the date of termination or transfer, as applicable, or in a state where LandJet Franchising LLC is registered with the state.

(c) Interpretation. The parties agree that each of the foregoing covenants is independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court or arbitrator, then the parties intend that the court or arbitrator modify such restriction to the extent reasonably necessary to protect the legitimate business interests of LandJet Franchise. Franchisee agrees that the existence

of any claim it may have against LandJet Franchise shall not constitute a defense to the enforcement by LandJet Franchise of the covenants of this Section. If a Restricted Party fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

13.3 General Manager and Key Employees. If requested by LandJet Franchise, Franchisee will cause its general manager and other key employees to sign LandJet Franchise's then-current form of confidentiality and non-compete agreement (unless prohibited by applicable law).

ARTICLE 14. DEFAULT AND TERMINATION

14.1 Termination by Franchisee. Franchisee may terminate this Agreement only if LandJet Franchise violates a material provision of this Agreement and fails to cure or to make substantial progress toward curing the violation within 30 days after receiving written notice from Franchisee detailing the alleged default. Termination by Franchisee is effective 10 days after LandJet Franchise receives written notice of termination.

14.2 Termination by LandJet Franchise.

- (a) Subject to 10-Day Cure Period. LandJet Franchise may terminate this Agreement if Franchisee does not make any payment to LandJet Franchise when due, or if Franchisee does not have sufficient funds in its account when LandJet Franchise attempts an electronic funds withdrawal, and Franchisee fails to cure such non-payment within 10 days after LandJet Franchise gives written notice to Franchisee of such breach.
- (b) Subject to 30-Day Cure Period. If Franchisee breaches this Agreement in any manner not described in subsection (a) or (c), and Franchisee fails to cure such breach to LandJet Franchise's satisfaction within 30 days after LandJet Franchise gives notice to Franchisee of such breach, or if such breach is of a nature to require more than thirty (30) days to remedy and Tenant fails to commence to cure the breach within such thirty (30) day period and thereafter fails to diligently pursue the cure of such failure, then LandJet Franchise may terminate this Agreement.
- (c) Without Cure Period. LandJet Franchise may terminate this Agreement by giving notice to Franchisee, without opportunity to cure, if any of the following occur:
 - (i) Franchisee misrepresented or omitted material facts when applying to be a franchisee or breaches any representation in this Agreement.
 - (ii) Franchisee knowingly submits any false report or knowingly provides any other false information to LandJet Franchise.
 - (iii) a receiver or trustee for the Business or all or substantially all of Franchisee's property is appointed by any court, or Franchisee makes a general assignment for the benefit of Franchisee's creditors, or Franchisee is unable to pay its debts as they become due, or a levy or execution is made against the Business, or an attachment or lien remains on the Business for 30 days unless the attachment or lien is being duly contested in good faith by Franchisee, or a petition in bankruptcy is filed by Franchisee, or such a petition is filed against or consented to by Franchisee and the petition is not dismissed within 45 days, or Franchisee is adjudicated as bankrupt;
 - (iv) Intentionally deleted.
 - (v) Franchisee or any Owner commits a material violation of Section 7.2 (compliance with laws) or Section 13.1 (confidentiality), violates Section 13.2 (non-compete) or Article 15 (transfer), or commits any other violation of this Agreement which by its nature cannot be cured.
 - (vi) Except as otherwise expressly permitted hereunder, Franchisee abandons or ceases

operation of the Business for a period of time. Abandonment is defined by no completed paid rides over a 30 day period after 6 months of opening.

- (vii) Franchisee or any Owner slanders or libels LandJet Franchise or any of its employees, directors, or officers.
- (viii) Franchisee refuses to cooperate with or permit any audit or evaluation by LandJet Franchise or its agents or contractors, or otherwise fails to comply with Section 10.5 or Section 11.2.
- (ix) the Business is operated in a manner which, in LandJet Franchise's reasonable judgment, constitutes a significant danger to the health or safety of any person, and Franchisee fails to cure such danger within 48 hours after becoming aware of the danger (due to notice from LandJet Franchise or otherwise).
- (x) Intentionally deleted.
- (xi) LandJet Franchise (or any affiliate) terminates any other agreement with Franchisee (or any affiliate) due to the breach of such other agreement by Franchisee (or its affiliate).
- (xii) Franchisee or any Owner is charged with, pleads guilty or no-contest to, or is convicted of a felony; or
- (xiii) Franchisee or any Owner is accused by any governmental authority or third party of any act, or if Franchisee or any Owner commits any act or series of acts, that in LandJet Franchise's opinion is reasonably likely to materially and unfavorably affect the LandJet brand.

14.3 Effect of Termination. Upon termination or expiration of this Agreement, all obligations that by their terms or by reasonable implication survive termination, including those pertaining to non-competition, confidentiality, indemnity, and dispute resolution, will remain in effect, and Franchisee must immediately:

- (i) pay all amounts owed to LandJet Franchise based on the operation of the Business through the effective date of termination or expiration.
- (ii) return to LandJet Franchise all copies of the Manual, Confidential Information and any and all other materials provided by LandJet Franchise to Franchisee or created by a third party for Franchisee relating to the operation of the Business, and all items containing any Marks, copyrights, and other proprietary items; and delete all Confidential Information and proprietary materials from electronic devices.
- (iii) notify the telephone, internet, email, electronic network, directory, and listing entities of the termination or expiration of Franchisee's right to use any numbers, addresses, domain names, locators, directories and listings associated with any of the Marks, and authorize their transfer to LandJet Franchise or any new franchisee as may be directed by LandJet Franchise, and Franchisee hereby irrevocably appoints LandJet Franchise, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest; to execute such directions and authorizations as may be necessary or appropriate to accomplish the foregoing; and
- (iv) cease doing business under any of the Marks.

14.4 Remove Identification. If Franchisee operates from a Location other than Franchisee's home, then within 30 days after termination or expiration, Franchisee shall at its own expense "de-identify" the Location so that it no longer contains the Marks, signage, or any trade dress of a LandJet business, to the reasonable satisfaction of LandJet Franchise. Franchisee shall comply with any reasonable instructions and procedures of LandJet Franchise for de-identification. If

Franchisee fails to do so within 30 days after this Agreement expires or is terminated, LandJet Franchise may enter the Location to remove the Marks and de-identify the Location. In this event, LandJet Franchise will not be charged with trespass nor be accountable or required to pay for any assets removed or altered, or for any damage caused by LandJet Franchise. In all cases and regardless of anything otherwise mentioned herein, Franchisee will remove all wrap or decals or LandJet branded items including but not limited to words, travel lines, and travel dots, on vehicle within 30 days of termination.

Liquidated Damages. If LandJet Franchise terminates this Agreement based upon Franchisee's default (or if Franchisee purports to terminate this Agreement except as permitted under Section 14.1), then within 10 days thereafter Franchisee shall pay to LandJet Franchise a lump sum (as liquidated damages and not as a penalty) calculated as follows: (x) the average monthly Royalty Fees and Marketing Fund Contributions that Franchisee owed to LandJet Franchise under this Agreement for the 12-month period preceding the date on which Franchisee ceased operating the Business; multiplied by (y) the lesser of (1) 24 or (2) the number of months remaining in the then-current term of this Agreement. If Franchisee had not operated the Business for at least 12 months, then (x) will equal the average monthly Royalty Fees and Marketing Fund Contributions that Franchisee owed to LandJet Franchise during the period that Franchisee operated the Business. The "average monthly Royalty Fees and Marketing Fund Contributions that Franchisee owed to LandJet Franchise" shall not be discounted or adjusted due to any deferred or reduced Royalty Fees and Marketing Fund Contributions set forth in an addendum to this Agreement, unless this Section 14.5 is specifically amended in such addendum. Franchisee acknowledges that a precise calculation of the full extent of LandJet Franchise's damages under these circumstances is difficult to determine and the method of calculation of such damages as set forth in this Section is reasonable. Franchisee's payment to LandJet Franchise under this Section will be in lieu of any direct monetary damages that LandJet Franchise may incur as a result of LandJet Franchise's loss of Royalty Fees and Marketing Fund Contributions that would have been owed to LandJet Franchise after the date of termination; however, such payment shall be in addition to all damages and other amounts arising under Section 14.3 and Section 14.4, LandJet Franchise's right to injunctive relief for enforcement of Article 13, and any attorneys' fees and other costs and expenses to which LandJet Franchise is entitled under this Agreement. Except as provided in this Section, Franchisee's payment of this lump sum shall be in addition to any other right or remedy that LandJet Franchise may have under this Agreement or otherwise.

Purchase Option. When this Agreement expires or is terminated, LandJet Franchise will have the right (but not the obligation) to purchase any or all of the assets related to the Business, including but not limited to LandJet mobile office vehicles. To exercise this option, LandJet Franchise must notify Franchisee no later than 30 days after this Agreement expires or is terminated. The purchase price for all assets that LandJet Franchise elects to purchase will be the fair market value of the assets. If the parties cannot agree on fair market value within 30 days after the exercise notice, the fair market value will be determined by an independent appraiser reasonably acceptable to both parties. The parties will equally share the cost of the appraisal. If LandJet Franchise fails to close the purchase of the assets within ten (10) days following the determination of fair market value, LandJet Franchise will be deemed to have waived its right to purchase same pursuant to this Section 14.5. LandJet Franchise's purchase will be of assets only (free and clear of all liens), and the purchase will not include any liabilities of Franchisee. The purchase price for assets will not include any factor or increment for any trademark or other commercial symbol used in the business, the value of any intangible assets, or any goodwill or "going concern" value for the Business. LandJet Franchise may withdraw its exercise of the purchase option at any time before it pays for the

assets. Franchisee will sign a bill of sale for the purchased assets and any other transfer documents reasonably requested by LandJet Franchise. If LandJet Franchise exercises the purchase option, LandJet Franchise may deduct from the purchase price: (a) all amounts due from Franchisee; (b) Franchisee's portion of the cost of any appraisal conducted hereunder; and (c) amounts which LandJet Franchise paid or will pay to third parties to satisfy indebtedness owed by Franchisee to third parties. If any of the assets are subject to a lien, LandJet Franchise may pay a portion of the purchase price directly to the lienholder to pay off such lien. LandJet Franchise may not assign this purchase option to another party.

ARTICLE 15. TRANSFERS

15.1 By LandJet Franchise. LandJet Franchise may transfer or assign this Agreement, or any of its rights or obligations under this Agreement, to any person or entity, and LandJet Franchise may undergo a change in ownership and/or control, without the consent of Franchisee.

15.2 By Franchisee. Franchisee acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and that LandJet Franchise entered into this Agreement in reliance on Franchisee's business skill, financial capacity, personal character, experience, and business ability. Accordingly, Franchisee shall not conduct or undergo a Transfer without providing LandJet Franchise at least 60 days prior notice of the proposed Transfer, and without obtaining LandJet Franchise's consent, which may not be unreasonably withheld, conditioned, or delayed. In granting any such consent, LandJet Franchise may impose conditions, including, without limitation, the following:

- (i) LandJet Franchise receives a transfer fee equal to \$5,000.
- (ii) The proposed assignee and its owners have completed LandJet Franchise's franchise application processes, meet LandJet Franchise's then-applicable standards for new franchisees, and have been approved by LandJet Franchise as franchisees.
- (iii) the proposed assignee is not a competitor.
- (iv) The principal owners of the proposed assignee provide a guaranty in accordance with Section 2.5 if the current guarantors are released. If the current guarantors are not released, then the owners of the proposed assignee shall not be required to provide a guaranty.
- (v) Franchisee has paid all monetary obligations to LandJet Franchise and its affiliates, and to any lessor, vendor, supplier, or lender to the Business, and Franchisee is not otherwise in default or breach of this Agreement or of any other obligation owed to LandJet Franchise or its affiliates.
- (vi) The proposed assignee and its owners and employees undergo such training as LandJet Franchise may require.
- (vii) Franchisee, its Owners, and the transferee and its owners execute a general release of LandJet Franchise in a form satisfactory to LandJet Franchise; and
- (viii) The Business fully complies with all of LandJet Franchise's most recent System Standards.

15.3 Transfer for Convenience of Ownership. If Franchisee is an individual, Franchisee may Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership after at least 15 days' notice to LandJet Franchise, if, prior to the Transfer: (1) the transferee provides the information required by Section 2.3; (2) Franchisee provides copies of the entity's charter documents, by-laws (or operating agreement) and similar documents, if requested

by LandJet Franchise, (3) Franchisee owns all voting securities of the corporation or limited liability company, and (4) Franchisee provides a guaranty in accordance with Section 2.5.

15.4 Transfer upon Death or Incapacity. Upon the death or incapacity of Franchisee (or, if Franchisee is an entity, the Owner with the largest ownership interest in Franchisee), the executor, administrator, or personal representative of that person must Transfer the Business to a third party approved by LandJet Franchise (or to another person who was an Owner at the time of death or incapacity of the largest Owner) within nine months after death or incapacity. Such transfer must comply with Section 15.2.

15.5 LandJet Franchise's Right of First Refusal. Before Franchisee (or any Owner) engages in a Transfer (except under Section 15.3, or to a co-Owner, or to a spouse, sibling, or child of an Owner), LandJet Franchise will have a right of first refusal, as set forth in this Section. Franchisee (or its Owners) shall provide to LandJet Franchise a copy of the terms and conditions of any Transfer. For a period of 30 days from the date of LandJet Franchise's receipt of such copy, LandJet Franchise will have the right, exercisable by notice to Franchisee, to purchase the assets subject of the proposed Transfer for the same price and on the same terms and conditions (except that LandJet Franchise may substitute cash for any other form of payment). If LandJet Franchise does not exercise its right of first refusal, Franchisee may proceed with the Transfer, subject to the other terms and conditions of this Article.

15.6 No Sublicense. Franchisee has no right to sublicense the Marks or any of Franchisee's rights under this Agreement.

15.7 No Lien on Agreement. Franchisee shall not grant a security interest in this Agreement to any person or entity. If Franchisee grants an "all assets" security interest to any lender or other secured party, Franchisee shall cause the secured party to expressly exempt this Agreement from the security interest.

ARTICLE 16. INDEMNITY

16.1 Indemnity. Franchisee shall indemnify and defend (with counsel reasonably acceptable to LandJet Franchise) LandJet Franchise, its parent entities, subsidiaries and affiliates, and their respective owners, directors, officers, employees, agents, successors, and assignees (collectively, "Indemnitees") against all Losses in any Action by or against LandJet Franchise and/or any Indemnatee directly or indirectly related to, or alleged to arise out of, the operation of the Business. Notwithstanding the foregoing, Franchisee shall not be obligated to indemnify an Indemnatee from Actions arising as a result of any Indemnatee's intentional misconduct or negligence. Any delay or failure by an Indemnatee to notify Franchisee of an Action shall not relieve Franchisee of its indemnity obligation except to the extent (if any) that such delay or failure materially prejudices Franchisee. Franchisee shall not settle an Action without the consent of the Indemnatee. This indemnity will continue in effect after this Agreement ends.

16.2 Assumption. An Indemnatee may elect to assume the defense of any Action subject to this indemnification and control all aspects of defending the Action (including negotiations and settlement), at Franchisee's expense. Such an undertaking shall not diminish Franchisee's obligation to indemnify the Indemnitees.

ARTICLE 17. DISPUTE RESOLUTION

17.1 Arbitration.

(a) Disputes Subject to Non-Binding Arbitration. Except as expressly provided in subsection (c) and (d), any controversy or claim between the parties (including any controversy or claim arising out of or relating to this Agreement or its formation, and including any question of arbitrability) shall be attempted to be resolved first by arbitration administered by the American

Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

(b) Location. The place of arbitration shall be the city and state where LandJet Franchise's headquarters are located, Texas.

(c) Injunctive Relief. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy or right to arbitrate under this Agreement, seek from any court having jurisdiction any interim or provisional injunctive relief.

(d) Intellectual Property Claims. Either party may bring a claim involving an alleged infringement of any of LandJet Franchise's intellectual property rights in a court authorized to hear such claims under Section 17.5 of this Agreement.

(e) Confidentiality. All documents, information, and results pertaining to any arbitration or lawsuit will be confidential, except as required by law or as required for LandJet Franchise to comply with laws and regulations applicable to the sale of franchises.

(f) Performance During Arbitration or Litigation. Unless this Agreement has been terminated, LandJet Franchise and Franchisee will comply with this Agreement and perform their respective obligations under this Agreement during the arbitration or litigation process.

17.2 Damages. In any controversy or claim arising out of or relating to this Agreement, each party waives any right to punitive or other monetary damages not measured by the prevailing party's actual damages, except damages expressly authorized by federal statute and damages expressly authorized by this Agreement.

17.3 Waiver of Class Actions. The parties agree that any claims will be arbitrated, litigated, or otherwise resolved on an individual basis, and waive any right to act on a class-wide basis.

17.4 Time Limitation. Any arbitration or other legal action arising from or related to this Agreement must be instituted within two years from the date such party discovers the conduct or event that forms the basis of the arbitration or other legal action. The foregoing time limit does not apply to claims (i) by one party related to non-payment under this Agreement by the other party, (ii) for indemnity under Article 16, or (iii) related to unauthorized use of Confidential Information or the Marks.

17.5 Venue Other Than Arbitration. For any legal proceeding not required to be submitted to arbitration, the parties agree that any such legal proceeding will be brought in the United States District Court where LandJet Franchise's headquarters is then located. If there is no federal jurisdiction over the dispute, the parties agree that any such legal proceeding will be brought in the court of record of the state and county where LandJet Franchise's headquarters is then located. Each party consents to the jurisdiction of such courts and waives any objection that it, he or she may have to the laying of venue of any proceeding in any of these courts.

17.6 Legal Costs. In any legal proceeding (including arbitration) related to this Agreement or any guaranty, the non-prevailing party shall pay the prevailing party's attorney fees, costs, and other expenses of the legal proceeding. "Prevailing party" means the party, if any, which prevailed upon the central litigated issues and obtained substantial relief.

ARTICLE 18. MISCELLANEOUS

18.1 Relationship of the Parties. The parties are independent contractors, and neither is the agent, partner, joint ventures, or employee of the other. LandJet Franchise is not a fiduciary of Franchisee. LandJet Franchise does not control or have the right to control Franchisee or its Business. Any required specifications and standards in this Agreement and in the System

Standards exist to protect LandJet Franchise's interest in the System and the Marks, and the goodwill established in them, and not for the purpose of establishing any control, or duty to take control, over the Business. LandJet Franchise has no liability for Franchisee's obligations to any third party whatsoever.

18.2 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies upon any person or entity other than Franchisee, LandJet Franchise, and LandJet Franchise's affiliates.

18.3 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and representations. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made by LandJet Franchise in its franchise disclosure document.

18.4 Modification. No modification or amendment of this Agreement will be effective unless it is in writing and signed by both parties. This provision does not limit LandJet Franchise's rights to modify the Manual or System Standards.

18.5 Consent; Waiver. No consent under this Agreement, and no waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the consent or waiver. No waiver by a party of any right will affect the party's rights as to any subsequent exercise of that right or any other right. No delay, forbearance, or omission by a party to exercise any right will constitute a waiver of such right.

18.6 Cumulative Remedies. Rights and remedies under this Agreement are cumulative. No enforcement of a right or remedy precludes the enforcement of any other right or remedy.

18.7 Severability. The parties intend that (i) if any provision of this Agreement is held by an arbitrator or court to be unenforceable, then that provision be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded, and (ii) if an unenforceable provision is modified or disregarded, then the rest of this Agreement will remain in effect as written.

18.8 Governing Law. The laws of the state of Iowa (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties.

18.9 Notices. Any notice will be effective under this Agreement only if made in writing and delivered as set forth in this Section to: (A) if to Franchisee, addressed to Franchisee at the notice address set forth in the Summary Page; and (B) if to LandJet Franchise, addressed to 3269 Moencks Ct., Bettendorf, IA 52722. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Notices will be effective upon receipt (or first rejection) and must be: (1) delivered personally; (2) sent by registered or certified U.S. mail with return receipt requested; or (3) sent via overnight courier. Notwithstanding the foregoing, LandJet Franchise may amend the Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication.

18.10 Holdover. If Franchisee continues operating the Business after the expiration of the term without a renewal agreement or successor franchise agreement executed by the parties in accordance with Section 3.2, then at any time thereafter (regardless of any course of dealing by the parties), LandJet Franchise may by giving written notice to Franchisee (the "Holdover Notice") either (i) require Franchisee to cease operating the Business and comply with all post-closing obligations effective immediately upon giving notice or effective on such other date as LandJet

Franchise specifies, or (ii) bind Franchisee to a renewal term of 5 years and deem Franchisee and its Owners to have made the general release of liability described in Section 3.2(vi).

18.11 Joint and Several Liability. If two or more people sign this Agreement as “Franchisee”, each will have joint and several liability.

18.12 No Offer and Acceptance. Delivery of a draft of this Agreement to Franchisee by LandJet Franchise does not constitute an offer. This Agreement shall not be effective unless and until it is executed by both Franchisee and LandJet Franchise.

18.13 Force Majeure. Whenever a period of time is prescribed for the taking of an action by Franchisee, the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, pandemic, governmental laws, orders, or mandates, shortages of labor or materials, war, terrorist acts, pandemics, civil disturbances and other causes beyond the reasonable control of the Franchisee (“**Force Majeure**”). However, events of Force Majeure shall not extend any period of time for the payment of Royalty or other fee due hereunder or other sums payable by either party or any period of time for the written exercise of an option or right by either party.

ARTICLE 19. CERTIFICATION OF FRANCHISOR’S COMPLIANCE

By signing this Agreement, Franchisee acknowledges the following:

- (1) Franchisee understands all the information in LandJet Franchise’s Disclosure Document.
- (2) Franchisee understands the success or failure of the Business will depend in large part upon Franchisee’s skills, abilities, and efforts and those of the persons Franchisee employs, as well as many factors beyond Franchisee’s control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, and the marketplace.
- (3) That no person acting on LandJet Franchise’s behalf made any statement or promise regarding the costs involved in operating a LandJet franchise that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document.
- (4) That no person acting on LandJet Franchise’s behalf made any claim or representation to Franchisee, orally, visually, or in writing, that contradicted the information in the Disclosure Document.
- (5) That no person acting on LandJet Franchise’s behalf made any statement or promise regarding the actual, average, or projected profits or earnings, the likelihood of success, the amount of money Franchisee may earn, or the total amount of revenue a LandJet franchise will generate, that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document.
- (6) That no person acting on LandJet Franchise’s behalf made any statement or promise or agreement, other than those matters addressed in this Agreement, concerning advertising, marketing, media support, market penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Disclosure Document.
- (1) Franchisee understands that this Agreement contains the entire agreement between LandJet Franchise and Franchisee concerning the LandJet franchise, which means that any oral or written statements not set out in this Agreement will not be binding. In deciding to enter into this Agreement, Franchisee is not relying on any statement, promise, claim, or representation not expressly set forth in this Agreement or in the Disclosure Document.



Agreed to by:

By LandJet Franchising, LLC,

By _____,

Ryan Landry CEO LandJet Franchising,
LLC
Austin, Texas

Name
Title
Company
Location

(Check if applicable) At the same time as the parties execute this Agreement, they are also executing a Rider to Franchise Agreement pursuant to:

_____ Illinois
_____ Indiana
_____ Maryland
_____ Minnesota
_____ New York
_____ North Dakota
_____ Rhode Island
_____ Washington
_____ Other



Attachment 1 to Franchise Agreement

OWNERSHIP INFORMATION

1. **Form of Ownership.** Franchisee is a (check one):

_____ *Sole Proprietorship*
_____ *Partnership*
_____ *Limited Liability Company*
_____ *Corporation*

State: _____

2. **Owners.** If Franchisee is a partnership, limited liability company or corporation:

Name	Shares or Percentage of Ownership

3. **Officers.** If Franchisee is a limited liability company or corporation:

Name	Title



Attachment 2 to Franchise Agreement

GUARANTY AND NON-COMPETE AGREEMENT

This Guaranty and Non-Compete Agreement (this "Guaranty") is executed by the undersigned person(s) (each, a "Guarantor") in favor of LandJet Franchising, LLC, an Iowa Limited Liability Company ("LandJet Franchise").

Background Statement. "Franchisee") desires to enter into a Franchise Agreement with LandJet Franchise for the franchise of a LandJet business (the "Franchise Agreement"; capitalized terms used but not defined in this Guaranty have the meanings given in the Franchise Agreement). Guarantor owns an equity interest in Franchisee. Guarantor is executing this Guaranty in order to induce LandJet Franchise to enter into the Franchise Agreement.

Guarantor agrees as follows:

1. Guaranty. Guarantor hereby unconditionally guarantees to LandJet Franchise and its successors and assigns that Franchisee shall pay and perform every undertaking, agreement and covenant set forth in the Franchise Agreement and further guarantees every other liability and obligation of Franchisee to LandJet Franchise, whether or not contained in the Franchise Agreement. Guarantor shall render any payment or performance required under the Franchise Agreement or any other agreement between Franchisee and LandJet Franchise upon demand from LandJet Franchise. Guarantor waives (a) acceptance and notice of acceptance by LandJet Franchise of this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations of Franchisee; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (d) any right Guarantor may have to require that an action be brought against Franchisee or any other person or entity as a condition of liability hereunder; (e) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the execution of and performance under this Guaranty by the undersigned; (f) any law which requires that LandJet Franchise make demand upon, assert claims against or collect from Franchisee or any other person or entity (including any other guarantor), foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Franchisee or any other person or entity (including any other guarantor) prior to making any demand upon, collecting from or taking any action against the undersigned with respect to this Guaranty; and (g) any and all other notices and legal or equitable defenses to which Guarantor may be entitled.

2. Confidential Information. With respect to all Confidential Information Guarantor shall (a) adhere to all security procedures prescribed by LandJet Franchise for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not specifically authorized or approved in writing by LandJet Franchise, (d) exercise the highest degree of diligence and make every effort to maintain the confidentiality of all such information during and after the term of the Franchise Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Guarantor acknowledges that all Confidential Information is owned by LandJet Franchise or its affiliates (except for Confidential Information which LandJet Franchise licenses from another person or entity). Guarantor acknowledges that all customer data generated

or obtained by Guarantor is Confidential Information belonging to LandJet Franchise. This Section will survive the termination or expiration of the Franchise Agreement indefinitely.

3. Covenants Not to Compete.

(a) Restriction - In Term. During the term of the Franchise Agreement, Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor.

(b) Restriction – Post Term. For two years after the Franchise Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer by Guarantor), Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor operating in any of Franchisee's Territory or the territory of any other LandJet business operating on the date of termination or transfer, as applicable.

(c) Interpretation. Guarantor agrees that each of the foregoing covenants is independent of any other covenant or provision of this Guaranty or the Franchise Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court or arbitrator, then the parties intend that the court or arbitrator modify such restriction to the extent reasonably necessary to protect the legitimate business interests of LandJet Franchise. Guarantor agrees that the existence of any claim it or Franchisee may have against LandJet Franchise shall not constitute a defense to the enforcement by LandJet Franchise of the covenants of this Section. If Guarantor fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

4. Modification. Guarantor agrees that Guarantor's liability hereunder shall not be diminished, relieved, or otherwise affected by (a) any amendment of the Franchise Agreement, (b) any extension of time, credit, or other indulgence which LandJet Franchise may from time-to-time grant to Franchisee or to any other person or entity, or (c) the acceptance of any partial payment or performance or the compromise or release of any claims.

5. Governing Law; Dispute Resolution. This Guaranty shall be governed by and construed in accordance with the laws of the state of Iowa (without giving effect to its principles of conflicts of law). The parties agree that any Iowa law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 6. The provisions of Article 17 (Dispute Resolution) of the Franchise Agreement apply to and are incorporated into this Guaranty as if fully set forth herein. Guarantor shall pay to LandJet Franchise all costs incurred by LandJet Franchise (including reasonable attorney fees) in enforcing this Guaranty. If multiple Guarantors sign this Guaranty, each will have joint and several liability.

Agreed to by:

Name: _____
Address: _____

Date: _____

EXHIBIT C

FORM OF GENERAL RELEASE

[This is our current standard form of General Release. This document is not signed when you purchase a franchise. In circumstances such as a renewal of your franchise or as a condition of our approval of a sale of your franchise, we may require you to sign a general release.]

This General Release (“Release”) is executed by the undersigned (“Releasor”) in favor of Landjet Franchising, LLC, a Iowa Limited Liability Company (“Landjet Franchise”).

Background Statement: [describe circumstances of Release]

Releasor agrees as follows:

- 1. Release.** Releasor (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, managers, members, partners, agents, and employees (collectively, the “Releasing Parties”)) hereby releases Landjet Franchise, its affiliates, and their respective directors, officers, shareholders, employees, and agents (collectively, the “Released Parties”) from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature, known or unknown, which any Releasing Party now has or ever had against any Released Party based upon and/or arising out of events that occurred through the date hereof, including without limitation, anything arising out of the Franchise Agreement (collectively, “Claims”).
- 2. Covenant Not to Sue.** Releasor (on behalf of all Releasing Parties) covenants not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any Released Party with respect to any Claim.
- 3. Representations and Acknowledgments.** Releasor represents and warrants that: (i) Releasor is the sole owner of all Claims, and that no Releasing Party has assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim; (ii) Releasor has full power and authority to sign this Release; and (iii) this Release has been voluntarily and knowingly signed after Releasor has had the opportunity to consult with counsel of Releasor’s choice. Releasor acknowledges that the release in Section 1 is a complete defense to any Claim.
- 4. Miscellaneous.** If any of the provisions of this Release are held invalid for any reason, the remainder of this Release will not be affected and will remain in full force and effect. In the event of any dispute concerning this Release, the dispute resolution, governing law, and venue provisions of the Franchise Agreement shall apply. Releasor agrees to take any actions and sign any documents that Landjet Franchise reasonably requests to effectuate the purposes of this Release. This Release contains the entire agreement of the parties concerning the subject matter hereof. This Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Agreed to by:

Name: _____
Date: _____

EXHIBIT D
FINANCIAL STATEMENTS



A. ANDREW GLANIODIS

CERTIFIED PUBLIC ACCOUNTANT

LANDJET FRANCHISING LLC
DECEMBER 31, 2024
FINANCIAL STATEMENTS

LANDJET FRANCHISING LLC

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A. ANDREW GIANIODIS
CERTIFIED PUBLIC ACCOUNTANT

INDEPENDENT AUDITORS' REPORT

Opinion

We have audited the accompanying financial statements of LandJet Franchising LLC which comprise the balance sheet as of December 31, 2024 and the related statements of operations, changes in members' equity and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of LandJet Franchising LLC as of December 31, 2024, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

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

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

279 Niagara Falls Blvd.

Amherst, New York 14226

716 – 510-6068

Restrictions on Use

The use of this report is restricted to inclusion within the Company's Franchise Disclosure Document (FDD) and is not intended to be, and should not be, used or relied upon by anyone for any other use.

A handwritten signature in dark ink, appearing to read "AAG CPA". The signature is fluid and cursive, with the letters "AAG" being prominent and "CPA" written in a smaller, more formal script to the right.

A. Andrew Gianiodis

Certified Public Accountant

September 22, 2025

LandJet Franchising LLC

Balance Sheet December 31, 2024

ASSETS

Current Assets	
Cash	\$ 50,973
Receivables	<u>256,966</u>
Total Current Assets	<u>307,939</u>
TOTAL ASSETS	<u><u>\$ 307,939</u></u>

LIABILITIES & EQUITY

Current Liabilities	
Accounts Payable	\$ 146
Deferred compensation	<u>300,000</u>
	<u>300,146</u>
Loans Payable	<u>431,581</u>
Total Liabilities	<u>731,727</u>
Equity	
Member Equity	<u>(423,788)</u>
Total Equity	<u>(423,788)</u>
TOTAL LIABILITIES & EQUITY	<u><u>\$ 307,939</u></u>

See accompanying notes

- 2 -

LandJet Franchising LLC
Statement of Operations
Year ending December 31, 2024

Revenues	
Franchise fees	\$ 40,000
Royalties	29,080
Other revenue	<u>65,504</u>
Total revenue	<u>134,584</u>
Expenses	
Advertising and marketing	16,634
Occupancy	18,000
Office	11,468
Payroll costs	428,806
Professional fees	<u>39,650</u>
Total expenses	<u>514,558</u>
Operating loss	(379,974)
Interest	<u>52,326</u>
Net loss	<u>\$ (432,300)</u>

See accompanying notes

LandJet Franchising LLC

Statement of Changes in Equity Year ending December 31, 2024

	Total Equity
Equity at January 1, 2024	\$ 8,512
Capital Infusion	-
Draws	-
Net Loss	<u>(432,300)</u>
Equity at December 31, 2024	<u>\$ (423,788)</u>

See accompanying notes

- 4 -

LandJet Franchising LLC
Statement of Cash Flows
Year ending December 31, 2024

Cash flows from operating activities:

Net Loss	<u>\$ (432,300)</u>
Adjustments to reconcile net loss to net cash provided by operating activities:	
Depreciation & amortization	-
Changes in assets and liabilities	
Current assets	(256,966)
Current liabilities	<u>300,146</u>
Net cash provided by operating activities	<u>(389,120)</u>
 Cash flows from investing activities:	
Expenditures for other assets	<u>-</u>
Net cash provided by investing activities	<u>-</u>
 Cash flows from financing activities:	
Proceeds from long term debt	431,581
Owner draws	<u>-</u>
Net cash provided by investing activities	<u>431,581</u>
 Net change in cash	42,461
Cash - beginning of period	<u>8,512</u>
Cash - end of period	<u><u>\$ 50,973</u></u>

Supplemental Disclosures

Interest Paid	-
Income Taxes Paid	-

See accompanying notes

LANDJET FRANCHISING LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

ORGANIZATION AND NATURE OF BUSINESS: LandJet Franchising LLC ("The Company") is a Texas limited liability company formed to offer franchisees the opportunity to entrepreneurs who want to own their own LandJet travel operation, as a franchise.

ACCOUNTS RECEIVABLE: Trade accounts receivables are stated at the amount management expects to collect from balances outstanding at year-end. Uncollectible accounts receivable are charged to expense in the year they are deemed to be uncollectible.

REVENUE RECOGNITION

The Company accounts for revenue using the accounting method prescribed under Accounting Standards Codification 606 ("ASC 606") Topic Franchisors.

Deferred revenue consists of fees paid to the Company when a franchise agreement is signed. This revenue is deferred until all material services or conditions relating to the sale have been substantially performed or satisfied by the Company.

The Company pays commissions for certain franchise sales.

Royalty fees and other revenues are reported as earned.

COMPANY INCOME TAXES

The Company, with the consent of its stockholders, has elected to be a limited liability company (LLC). In lieu of corporation income taxes, the owners of an LLC are taxed based on their proportionate share of the Company's taxable income. Therefore, no provision or liability for income taxes has been included in these financial statements.

DEFERRED REVENUE

In compliance with the Financial Accounting Standards Board ("FASB") new accounting standards for revenue recognition ("Topic 606") as adjusted by ASU 2021-02, the Company records its non-refundable franchise fees, net of amounts earned based on allowable direct services, as deferred revenues, to be recognized over the life of the franchise agreement.

LANDJET FRANCHISING LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 2 DISCLOSURE ABOUT FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company estimates that the fair value of all financial instruments at December 31, 2024, as defined in FASB 107, does not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying balance sheet. The estimated fair value amounts have been determined by the Company using available market information and appropriate valuation methodologies. Considerable judgment is required in interpreting market data to develop the estimates of fair value, and accordingly, the estimates are not necessarily indicative of the amounts that the Company could realize in a current market exchange.

NOTE 3 ADOPTION OF NEW ACCOUNTING STANDARD

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, Revenue from Contracts with Customers (Topic 606). The ASU and all subsequently issued clarifying ASUs replaced most existing revenue recognition guidance in U.S. GAAP. The ASU also required expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers.

NOTE 4 FRANCHISE AGREEMENT

The terms of the Company's franchise agreement will be as follows:

- A. The Company will grant the right to use the Company name, trademark and system in the franchisee's franchise development business.
- B. The franchisee is obligated to pay a non-refundable initial franchise fee.
- C. The franchisee is obligated to pay a monthly royalty fee. Certain other fees are also outlined in the agreement.

NOTE 5 SUBSEQUENT EVENTS

Subsequent events have been evaluated through September 22, 2025, the date that the financial statements were available to be issued.



A. ANDREW GIANIODIS

CERTIFIED PUBLIC ACCOUNTANT

CONSENT OF ACCOUNTANT

A. Andrew Gianiodis, Certified Public Accountant, consents to the use in the Franchise Disclosure Document issued by LandJet Franchising LLC ("Franchisor") on September 22, 2025, and as it may be amended from time to time, of my report dated September 23, 2025.

By:  CPA

Name: Andrew Gianiodis, CPA

Date: March 23, 2025



A. ANDREW GLANIODIS
CERTIFIED PUBLIC ACCOUNTANT

INDEPENDENT AUDITORS' REPORT

Opinion

We have audited the accompanying financial statements of LJ Franchising LLC which comprise the balance sheet as of December 31, 2024 and the related statements of operations, changes in members' equity and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of LJ Franchising LLC as of December 31, 2024, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Restrictions on Use

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A handwritten signature in dark ink, appearing to read "A. Andrew Gianiodis CPA". The signature is fluid and cursive, with the letters "A", "G", and "C" being particularly prominent.

A. Andrew Gianiodis

Certified Public Accountant

September 22, 2025

LJ Franchising LLC

Balance Sheet December 31, 2024

ASSETS

Current Assets	
Cash	\$ 50,973
Receivables	256,966
Total Current Assets	<u>307,939</u>
 TOTAL ASSETS	 <u>\$ 307,939</u>

LIABILITIES & EQUITY

Current Liabilities	
Accounts Payable	\$ 146
Deferred compensation	300,000
	<u>300,146</u>
 Loans Payable	 <u>431,581</u>
 Total Liabilities	 <u>731,727</u>
 Equity	
Member Equity	<u>(423,788)</u>
 Total Equity	 <u>(423,788)</u>
 TOTAL LIABILITIES & EQUITY	 <u>\$ 307,939</u>

See accompanying notes

- 2 -

LJ Franchising LLC
Statement of Operations
Year ending December 31, 2024

Revenues	
Franchise fees	\$ 40,000
Royalties	29,080
Other revenue	<u>65,504</u>
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Advertising and marketing	16,634
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Operating loss	(379,974)
Interest	<u>52,326</u>
Net loss	<u>\$ (432,300)</u>

See accompanying notes

LJ Franchising LLC

Statement of Changes in Equity Year ending December 31, 2024

	Total Equity
Equity at January 1, 2024	\$ 8,512
Capital Infusion	-
Draws	-
Net Loss	<u>(432,300)</u>
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See accompanying notes

- 4 -

LJ Franchising LLC
Statement of Cash Flows
Year ending December 31, 2024

Cash flows from operating activities:

Net Loss	\$ (432,300)
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Adjustments to reconcile net loss to net cash provided by operating activities:

Depreciation & amortization	-
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Changes in assets and liabilities

Current assets	(256,966)
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Current liabilities	300,146
---------------------	---------

Net cash provided by operating activities	(389,120)
---	-----------

Cash flows from investing activities:

Expenditures for other assets	-
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Net cash provided by investing activities	-
---	---

Cash flows from financing activities:

Proceeds from long term debt	431,581
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Owner draws	-
-------------	---

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---	---------

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Cash - beginning of period	8,512
----------------------------	-------

Cash - end of period	\$ 50,973
----------------------	-----------

Supplemental Disclosures

Interest Paid	-
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Income Taxes Paid	-
-------------------	---

See accompanying notes

LJ FRANCHISING LLC
NOTES TO FINANCIAL STATEMENTS

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LJ FRANCHISING LLC
NOTES TO FINANCIAL STATEMENTS

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- B. The franchisee is obligated to pay a non-refundable initial franchise fee.
- C. The franchisee is obligated to pay a monthly royalty fee. Certain other fees are also outlined in the agreement.

NOTE 5 SUBSEQUENT EVENTS

Subsequent events have been evaluated through September 22, 2025, the date that the financial statements were available to be issued.



A. ANDREW GIANIODIS

CERTIFIED PUBLIC ACCOUNTANT

CONSENT OF ACCOUNTANT

A. Andrew Gianiodis, Certified Public Accountant, consents to the use in the Franchise Disclosure Document issued by LJ Franchising LLC ("Franchisor") on September 22, 2025, and as it may be amended from time to time, of my report dated September 23, 2025.

By: 

Name: Andrew Gianiodis, CPA

Date: March 23, 2025

279 Niagara Falls Blvd.

Amherst, New York 14226

716 – 510-6068

LANDJET FRANCHISING, LLC

Financial Statements For The Year Ended December 31, 2023

TOGETHER WITH INDEPENDENT ACCOUNTANT AUDIT REPORT

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INDEPENDENT ACCOUNTANT AUDIT REPORT

To the Management of LANDJET FRANCHISING, LLC

Opinion

We have audited the financial statements of LANDJET FRANCHISING, LLC (the “Company”), which comprise the Balance Sheet as of December 31, 2023, the related Profit & Loss Statement, the related Statement of Cashflows, the related Statement of Shareholders’ Equity, and the related notes for the twelve-month period then ended. (collectively referred to as the “financial statements”).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2023, and the results of its operations and its cash flows for the twelve-month period ended December 31, 2023 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

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

Auditor’s Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

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

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

A handwritten signature in black ink, appearing to read 'Omar Alnuaimi', followed by a small, stylized mark.

Omar Alnuaimi, CPA

Naperville, IL
August 15, 2024

LANDJET FRANCHISING, LLC
PROFIT & LOSS STATEMENT
FOR THE YEAR ENDED DECEMBER 31, 2023

Revenue	
Revenue	\$ 153,706
Cost of Sales	<u>(227,764)</u>
Gross Profit	(74,058)
 Operating Expense	
Marketing and Advertising Expenses	38,797
Software Expense	29,470
Professional Fees	20,014
Payroll and Related Expenses	<u>4,845</u>
Total Operating Expense	93,125
 Net Income From Operations	(167,183)
 Other Income (Expense)	
Other Income	184,585
Other Expense	<u>(44,036)</u>
Total Other Income (Expense)	140,549
 Net Income Before Provision for Income Tax	(26,634)
 Provision for Income Taxes	-
 Net Income (Loss)	<u><u>\$ (26,634)</u></u>

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

LANDJET FRANCHISING, LLC
BALANCE SHEET
DECEMBER 31, 2023

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$ 8,512
Inventory	1,007,994
Receivables	540,931
Other Current Assets	527

TOTAL CURRENT ASSETS	1,557,964
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NON-CURRENT ASSETS

Goodwill	80,000
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TOTAL NON-CURRENT ASSETS	80,000
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TOTAL ASSETS	1,637,964
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LIABILITIES AND OWNER'S EQUITY

CURRENT LIABILITIES

Accounts Payable	404,137
Sales & Used Tax Payable	2,113

TOTAL CURRENT LIABILITIES	406,250
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NON-CURRENT LIABILITIES

Loans	1,151,307
Note Payable - Long Term	15,000

TOTAL NON-CURRENT LIABILITIES	1,166,307
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TOTAL LIABILITIES	1,572,558
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OWNER'S EQUITY

Capital Investment	211,329
Retained Earnings	(119,289)
Net Income (Loss)	(26,634)

TOTAL SHAREHOLDERS' EQUITY	65,406
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TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	\$1,637,964
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See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

LANDJET FRANCHISING, LLC
STATEMENT OF CASHFLOWS
FOR THE YEAR ENDED DECEMBER 31, 2023

OPERATING ACTIVITIES

Net Income	\$ (26,634)
Non-Cash Adjustments	
Changes in Inventory	(436,463)
Changes in Receivables	(493,698)
Changes in Other Current Assets	76,768
Changes in Accounts Payable	293,679
Changes in Sales & Used Tax Payable	(1,947)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	<u>(588,294)</u>

INVESTING ACTIVITIES

NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	<u>-</u>
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FINANCING ACTIVITIES

Loans	579,776
Note Payable - Long Term	15,000
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	<u>594,776</u>

NET INCREASE (DECREASE) IN CASH	6,481
CASH AT BEGINNING OF PERIOD	<u>2,031</u>
CASH AT END OF PERIOD	\$ 8,512

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

LANDJET FRANCHISING, LLC
STATEMENT OF SHAREHOLDERS' EQUITY
DECEMBER 31, 2023

	Opening Equity Balance	Yearly Changes	Total
Balance, December 31, 2022	\$ 92,040	\$ -	\$ 92,040
Net Income For The Period Ended December 31, 2023	-	(26,634)	(26,634)
Equity Contributions (Distributions)	-	-	-
Balance, December 31, 2023	\$ 92,040	\$ (26,634)	\$ 65,406

See Independent Accountant's Audit Report and accompanying notes, which are an integral part of these financial statements.

LANDJET FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
For The Year Ended December 31, 2023

NOTE A – ORGANIZATION AND NATURE OF ACTIVITIES

LANDJET FRANCHISING, LLC (the “Company”) was incorporated under the laws of the State of Iowa for the purpose of offering franchise opportunities to entrepreneurs who want to own their own ‘LandJet’ location, as a franchise.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“US GAAP”). As a result, the Company records revenue when earned and expenses when incurred. The Company has adopted the calendar year as its basis of reporting.

Use of Estimates

The preparation of financial statements, in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the disclosures of contingent assets and liabilities and other items, as well as the reported revenues and expenses. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and any cash equivalents include all cash balances, and highly liquid investments with maturities of three months or less when purchased.

Franchisee Receivables

The Company’s franchisee receivables primarily result from initial franchise fees, royalty fees, brand development contributions and training fees charged to franchisees. Timing of revenue recognition may be different from the timing of invoicing to customers. The Company records an accounts receivable when revenue is recognized prior to invoicing, or unearned revenue when revenue is recognized after invoicing. The Company reports these receivables at net realizable value.

Management determines the allowance for doubtful accounts based on historical losses, current expectations, and economic conditions. On a continuing basis, management analyzes delinquent accounts receivable and, once these accounts receivable are determined to be uncollectible, they are written off through a charge against an existing allowance account. The allowance account is reviewed regularly and adjusted against earnings as appropriate. The Company determined that an allowance on outstanding franchisee receivables of \$0 was necessary as of December 31, 2023. Franchisee bad debt expense was \$0 for the year ended December 31, 2023. Franchisee amounts written off were \$0 for the year ended December 31, 2023.

LANDJET FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
For The Year Ended December 31, 2023

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Inventory

Inventories are stated at the weighted average method for valuing inventories at the lower of cost or net realizable value.

Fixed Assets and Depreciation

Property and Equipment is stated at cost. Accounting principles generally accepted in the United States of America require that property and equipment be depreciated using the straight-line method. Depreciation in these financial statements reflects accelerated depreciation methods used for the tax return. The effects of these departures from accounting principles generally accepted in the United States of America on financial position, results of operations, and cash flows have not been determined. Expenditures for normal repairs and maintenance are charged to operations as incurred.

The Company reviews long-lived assets for impairment whenever events or circumstances indicate that the carrying value of such assets may not be fully recoverable. Impairment is present when the sum of the undiscounted estimated future cash flows expected to result from use of the assets is less than carrying value. If impairment is present, the carrying value of the impaired asset is reduced to its fair value. As of December 31, 2023, no impairment loss has been recognized for long-lived assets.

Fair Value of Financial Instruments

Financial Accounting Standards Board (“FASB”) guidance specifies a hierarchy of valuation techniques based on whether the inputs to those valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect market assumptions. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to unobservable inputs (Level 3 measurement). The three levels of the fair value hierarchy are as follows:

- Level 1 - Unadjusted quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. Level 1 primarily consists of financial instruments whose value is based on quoted market prices such as exchange-traded instruments and listed equities.
- Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly (e.g., quoted prices of similar assets or liabilities in active markets, or quoted prices for identical or similar assets or liabilities in markets that are not active).
- Level 3 - Unobservable inputs for the asset or liability. Financial instruments are considered Level 3 when their fair values are determined using pricing models, discounted cash flows or similar techniques and at least one significant model assumption or input is unobservable.

As of December 31, 2023, the carrying amounts of the Company’s financial assets and liabilities reported in the balance sheets approximate their fair value.

LANDJET FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
For The Year Ended December 31, 2023

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Revenue Recognition

Revenues are primarily derived from franchise fees (one-time and recurring monthly fees). In accordance with Accounting Standards Codification (ASC) Topic 606, Revenue will be recognized when persuasive evidence of an arrangement exists, delivery has occurred, or services have been rendered, the seller's price to the buyer is fixed or determinable, and collectability is reasonable assured. The determination of whether fees and fixed or determinable and collection is reasonable assured involves the use of assumptions. Arrangement terms and customer information are evaluated to ensure that these criteria are met prior to recognition of revenue.

Specifically for franchisors, The Financial Accounting Standards Board (FASB) has issued an Accounting Standards Update (ASU) to ASC 606, Franchisors—'Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient' in 2021 which provides a new practical expedient that permits private company franchisors to account for preopening services provided to a franchisee as distinct from the franchise license if the services are consistent with those included in a predefined list within the guidance. The Company has elected to adopt this new standard.

Unearned Revenue

The Company's primarily performance obligation under the franchise agreement mainly includes granting certain rights to access the Company's intellectual property and a variety of activities relating to opening a franchise unit, including initial training and other such activities commonly referred to collectively as "pre-opening activities", which are recognized as a single performance obligation. The Company expects that certain pre-opening activities provided to the franchisee will not be brand specific and will provide the franchisee with relevant general business information that is separate and distinct from the operation of a company-branded franchise unit. The portion of pre-opening activities that will be provided that is not brand specific is expected to be distinct as it will provide a benefit to the franchisee and is expected not to be highly interrelated or interdependent to the access of the Company's intellectual property, and therefore will be accounted for as a separate distinct performance obligation. All other pre-opening activities are expected to be highly interrelated and interdependent to the access of the Company's intellectual property and therefore will be accounted for as a single performance obligation, which is satisfied by granting certain rights to access the Company's intellectual property over the term of each franchise agreement.

The Company estimates the stand-alone selling price of pre-opening activities using an adjusted market assessment approach. The Company will first allocate the initial franchise fees and the fixed consideration, under the franchise agreement to the standalone selling price of the training services that are not brand specific and the residual, if any, to the right to access the Company's intellectual property. Consideration allocated to pre-opening activities, which are not brand specific are recognized ratably as those services are rendered. Consideration allocated to pre-opening activities included under Accounting Standards Update (ASU) to ASC 606, Franchisors—'Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient' is recognized when the related services have been rendered.

The remaining franchisee fee not allocated to pre-opening activities are recorded as Unearned Revenue and will be recognized over the term of the franchise agreement.

LANDJET FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
For The Year Ended December 31, 2023

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Income Taxes

The Company applies ASC 740 Income Taxes ("ASC 740"). Deferred income taxes are recognized for the tax consequences in future years of differences between the tax bases of assets and liabilities and their financial statement reported amounts at each period end, based on enacted tax laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized. The provision for income taxes represents the tax expense for the period, if any and the change during the period in deferred tax assets and liabilities.

Commitments and Contingencies

The Company may be subject to pending legal proceedings and regulatory actions in the ordinary course of business. The results of such proceedings cannot be predicted with certainty, but the Company does not anticipate that the final outcome, if any, arising out of any such matter will have a material adverse effect on its business, financial condition or results of operations. As of December 31, 2023, the Company has not reported any lawsuit or known plans of litigation by or against the Company.

NOTE C – CONCENTRATIONS OF RISK

Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents. The Company places its cash and any cash equivalents with a limited number of high-quality financial institutions and do not exceed the amount of insurance provided on such deposits.

NOTE D – SUBSEQUENT EVENTS

Management has evaluated subsequent events through August 15, 2024, the date on which the financial statements were available to be issued. Management has determined that none of the events occurring after the date of the balance sheet through the date of Management's review substantially affect the amounts and disclosure of the accompanying financial statements.



924 W. 75th Street
Suite 120 - 189
Naperville, IL 60565
+1 (815) 348-2421
omar@napercpa.com

CONSENT

Omar Alnuaimi, CPA, consents to the use in the Franchise Disclosure Document issued by LANDJET FRANCHISING, LLC ("Franchisor") on August 21, 2024, as it may be amended, of my report dated August 15, 2024, relating to the Balance Sheet as of December 31, 2023, the related Profit & Loss Statement, the related Statement of Cashflows, and the related Statement of Shareholders Equity for the 12-month period then ended of Franchisor.

A handwritten signature in black ink that reads 'Omar Alnuaimi, CPA'.

Omar Alnuaimi, CPA

Naperville, IL
August 21, 2024

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

Balance Sheet

Reporting Book:	ACCRUAL
As of Date:	12/31/2022
Location:	LJ Franchising LLC

Assets

Intangible Assets, Net	
Goodwill	<u>80,000.00</u>
Total Intangible Assets, Net	<u>80,000.00</u>
Total Assets	<u><u>\$ 80,000.00</u></u>

Liabilities and Equity

Current Liabilities	
Accounts Payable	<u>29,494.25</u>
Total Current Liabilities	<u>29,494.25</u>
Stockholders Equity	
Common Stock	80,000.00
Net Income (Loss)	<u>(29,494.25)</u>
Total Stockholders Equity	<u>50,505.75</u>
Total Liabilities and Equity	<u><u>\$ 80,000.00</u></u>

EXHIBIT E
Brand Standards Table of Contents

Manual Section	Number of Pages
Preface & Introduction	35
Establishing My Franchise Business	37
Personnel	48
Administrative Procedures	25
Daily Procedures	21
Selling & Marketing	22
Total Number of Pages	188

EXHIBIT F

CURRENT AND FORMER FRANCHISEES

Current Franchisees

Names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets:

Territory	Owner	Email	Phone
Omaha, NE	Liz Kirchgatter	omaha@landjet.com	507-993-4979
Omaha, NE	Jason Kirchgatter	jkirchgatter77@gmail.com	402-889-6204
Des Moines, IA	Liz Kirchgatter	omaha@landjet.com	507-993-4979
Des Moines, IA	Jason Kirchgatter	jkirchgatter77@gmail.com	402-889-6204
Austin, TX	Natalie Canada	natalie@landjettexas.com	979-249-6544
Dallas, TX	Rick Sanchez	rick@landjet.com	708-543-9002

Former Franchisees

Name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date:

N/A

EXHIBIT G

STATE ADDENDA TO DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

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

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

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF 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.

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

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

1. The following paragraph is added to the end of Item 3 of the Disclosure Document: Neither franchisor nor any person or franchise broker in Item 2 of this disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in that association or exchange.
2. The following paragraph is added to the end of Item 6 of the Disclosure Document:
With respect to the Late Fee described in Item 6, this Item is amended to disclose that the maximum rate of interest permitted under California law is 10%.
3. The following paragraphs are added at the end of Item 17 of the Disclosure Document: The Franchise Agreement requires franchisee to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation, or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of that law or any rule or order thereunder is void. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.). The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

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

The Franchise Agreement requires binding arbitration. The arbitration will occur in Bettendorf, Iowa, with the costs being borne equally by Franchisor and Franchisee. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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

4. The following paragraph is added at the end of Item 19 of the Disclosure Document: **The earnings claims figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your LandJet business. Franchisees or former franchisees, listed in the offering circular, may be one source of this information.**

HAWAII ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Hawaii only, this Disclosure Document is amended as follows:

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

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

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

Registered agent in the state authorized to receive service of process: Commissioner of Securities

335 Merchant Street

Honolulu, Hawaii 96813

Registration of franchises or filings of offering circulars in other states. As of the date of filing of this Addendum in the State of Hawaii:

1. A franchise registration is effective, or an offering circular is on file in the following states:

2. A proposed registration or filing is or will be shortly on file in the following states:

3. No states have refused, by order or otherwise to register these franchises.
4. No states have revoked or suspended the right to offer these franchises.
5. The proposed registration of these franchises has not been withdrawn in any state.

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, as amended (the “Act”), this Disclosure Document is amended as follows:

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Act provides that any provision in a franchise agreement that designates jurisdiction of venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Act.

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Maryland only, this Disclosure Document is amended as follows: The following is added to Item 17:

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.

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

You have the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.

MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Minnesota only, this Disclosure Document is amended as follows:

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.
- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit, or demand regarding the use of the name.
- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).
- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.
- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.
- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, which states "No action may be commenced pursuant to this Section more than three years after the cause of action accrues."

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.

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.

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

In the State of New York only, this Disclosure Document is amended as follows:

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR 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 FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY ST. 21ST FLOOR, NEW YORK, NY 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 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.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an

action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:
Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.
4. The following is added to the end of Item 5:
The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.
5. The following is added to the end of the “Summary” sections of Item 17(c), titled “**Requirements for franchisee to renew or extend**,” and Item 17(m), entitled “**Conditions for franchisor approval of transfer**”:
However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.
6. The following language replaces the “Summary” section of Item 17(d), titled “**Termination by franchisee**”:
You may terminate the agreement on any grounds available by law.
7. The following is added to the end of the “Summary” section of Item 17(j), titled “**Assignment of contract by franchisor**”:
However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor’s obligations under the Franchise Agreement.
8. The following is added to the end of the “Summary” sections of Item 17(v), titled “**Choice of forum**”, and Item 17(w), titled “**Choice of law**”: The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.
9. The following is added to the end of Item 19:

REPRESENTATIONS REGARDING EARNINGS CAPABILITY

LANDJET FRANCHISING, LLC DOES NOT FURNISH OR AUTHORIZE ITS SALESPERSONS TO FURNISH ANY ORAL OR WRITTEN INFORMATION CONCERNING THE ACTUAL OR POTENTIAL SALES, COSTS, INCOME OR PROFITS OF A FRANCHISE. ACTUAL RESULTS VARY FROM UNIT TO UNIT AND LANDJET FRANCHISING, LLC CANNOT ESTIMATE THE EARNINGS OF ANY PARTICULAR FRANCHISE.

NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of North Dakota only, this Disclosure Document is amended as follows:

THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST, OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09):

1. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.
2. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.
3. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
5. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.
6. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.
7. Waiver of Exemplary and Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.
8. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.
9. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.
10. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Rhode Island only, this Disclosure Document is amended as follows: Item 17, summary columns for (v) and (w) are amended to add the following:

Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT

In the Commonwealth of Virginia only, this Disclosure Document is amended as follows: The following statements are added to Item 17(h):

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 the 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.

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to the franchisee under the franchise, that provision may not be enforceable.

Item 17(t) is amended to read as follows:

Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT

(See Exhibit H for Washington Addendum to Disclosure Document and Rider to Franchise Agreement)

EXHIBIT H

STATE ADDENDA TO FRANCHISE AGREEMENT

***Will be included based on State Requirements**

STATE EFFECTIVE DATES

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

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

State	Effective Date
California	
Florida	
Hawaii	
Illinois	
Indiana	
Kentucky	
Maryland	
Michigan	
Minnesota	
Nebraska	
New York	
North Dakota	
Rhode Island	
South Dakota	
Texas	2023
Utah	
Virginia	
Washington	
Wisconsin	

RECEIPT

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

If Landjet Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If Landjet Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (which are listed in Exhibit A).

The name, principal business address, and telephone number of each franchise seller offering the franchise is:

Name	Principal Business Address	Telephone Number
Mark Ross Percy Kapadia Ryan Landry	3269 Moencks Ct., Bettendorf, IA 52722	866-526-3538

Issuance Date: 9/22/2025. I received a disclosure document dated 9/22/2025, that included the following Exhibits:

- A. State Administrators and Agents for Service of Process
- B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
- C. Form of General Release
- D. Financial Statements
- E. Operating Manual Table of Contents
- F. Current and Former Franchisees
- G. State Addenda to Disclosure Document
- H. State Addenda to Agreements

Signature: _____

Print Name: _____

Date Received: _____

Keep This Copy For Your Records

RECEIPT

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Signature: _____

Print Name: _____

Date Received: _____

Return This Copy To Us

Landjet Franchising, LLC –

3269 Moencks Ct., Bettendorf, IA 52722