FRANCHISE DISCLOSURE DOCUMENT

Mobility Plus Stores, LLC
A Florida limited liability company
601 Brickell Key Drive, Suite 700
Miami, FL 33131
(312) 498-6624
franchise@mobilityplus.com
www.mobilityplus.com

As a Mobility Plus Stores franchisee, you will operate a business that sells, services and rents new and used mobility related products, including but not limited to scooters, power wheelchairs, portable ramps, scooter lifts, manual mobility aids and related accessories. You will operate a Showroom.

The total investment necessary to begin operation of a Mobility Plus Stores franchise is $168,795 to $313,595. This includes $69,795 to $95,295 that must be paid to the franchisor or affiliate.

The total investment necessary to begin operation as a Developer is the total investment to begin operations of a single Mobility Plus Stores franchise (described above) plus the Development Fee of $35,000 times the number of additional Mobility Plus Stores franchises to be developed.

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.**

We furnish the Disclosure Document electronically via FranConnect. To discuss the criteria needed in order to receive our Disclosure Document before you meet with the Franchisor in person, contact Richard Peter at 601 Brickell Key Drive, Suite 700, Miami, FL 33131, phone: 312-498-6624.

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

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

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

Issuance date: April 8, 2024

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 Mobility Plus Stores 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 a Mobility Plus Stores 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, or litigation only in Florida. 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 Florida than in your own state.

2. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliate, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

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

4. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

5. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments, may result in termination of your franchise and loss of your investment.

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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Receipt (2 copies)

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

In this disclosure document, "we", "us," or "our" refer to Mobility Plus Stores, 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 also sign the franchise agreement, which means that all of the franchise agreement's provisions also will apply to your owners.

Our name is Mobility Plus Stores, LLC. We are a Florida limited liability company. We were formed on August 22, 2023. We use the names "Mobility Plus Stores, LLC" and "Mobility Plus". We do not intend to use any other names to conduct business. We offer a franchise distribution system under a License Agreement dated August 2, 2023 (as described in Item 13) with Mobility Plus Systems, LLC, our affiliate. Our agent for service of process in Florida is Abbie Hodge, Florida Filing & Search Service, Inc., 155 Office Plaza Drive, Tallahassee, Florida 32301. Our agents for service of process in other states are disclosed in Exhibit A.

Our Parents and Predecessors

We are a direct, wholly-owned subsidiary of Mobility Plus Holdings, LLC ("Parent"). The principal business address of Mobility Plus Holdings, LLC is 601 Brickell Key Drive, Suite 700, Miami, FL 33131.

We do not have any predecessors.

Our Affiliates

We currently have no affiliates required to be included in this item except as provided below.

Our affiliate, Mobility Plus LLC ("MP"), is an Illinois limited liability company formed on August 30, 2007.

Our affiliate, Mobility Plus IP, LLC ("MPIP"), is a Florida limited liability company formed on August 22, 2023. MP owns the MOBILITY PLUS trademarks that it licenses to us.

Our affiliate, Mobility Plus Systems, LLC ("MPS"), is an Illinois limited liability company formed on March 13, 2013.

Our affiliate, Mobility Plus Home Access, LLC ("MPHA"), is a Florida limited liability company formed on August 22, 2023.

The principal place of business of Mobility Plus Stores, LLC, MPIP, and MPHA is 601 Brickell Key Drive, Suite 700, Miami, FL 33131. The principal place of business of MP and MPS is 2815 Forbs Ave., Suite 107, Hoffman Estates, Illinois 60192.

The remainder of this page has been left blank intentionally.

Our Franchising History

We have never operated businesses of the type being franchised. We have been offering and selling Mobility Plus Stores franchises since September 2023. We do not have any other business activities. We have not offered franchises in other lines of business.

Affiliates' Business and Franchising History

Our affiliate, Mobility Plus Systems, LLC ("MPS") offers Mobility Plus franchises under a materially different business model, under which we grant Mobility Plus franchisees not only the right to sell scooters, power wheelchairs, portable ramps, scooter lifts, manual mobility aids and related accessories from a Showroom, but also the right to sell stair lifts, modular ramps and vertical lifts and to rent, install, and service these products. MPS has since 2016 offered Mobility Plus franchises in this line of business. As of December 31, 2023, MPS had 54 franchises in 23 states.

MPS previously offered area representative rights to certain individuals and companies, under a separate franchise disclosure document. An Area Representative acts as our representative within a defined geographic area to solicit prospective franchisees and to provide support before, during and after a franchisee begins operations. If your franchise is in an area with an Area Representative, they will assist us in providing certain support functions to you. We are currently not selling Mobility Plus Stores franchises in areas with Area Representatives but we reserve the right to do so in future.

Our affiliate, Mobility Plus Home Access, LLC ("MPHA") offers Mobility Plus franchises under a materially different business model, under which we grant Mobility Plus franchisees only the right to sell stair lifts, modular ramps and vertical lifts, to rent, install, and service those products and to conduct repairs of mobility equipment only through our Veterans Administration Program. MPHA will begin offering Mobility Plus Home Access franchises in September 2023. Therefore, as of the date of this disclosure document MPHA does not yet have any franchisees.

Our affiliate, Mobility Plus, LLC ("MP") operates as a purchaser of inventory from vendors on behalf of franchisees. From 2008 to 2020, MP operated a business which was similar to the type of business being franchised in that it marketed and sold stair lifts to customers referred by the US Department of Veterans Affairs but was dissimilar in that it only offered installation, repair, and maintenance services and did not sell products or operate out of a Showroom. MP has never operated a business in any other line of business, and it has never offered franchises in any other line of business.

Except as noted above, none of our affiliates have offered franchises in the same line of business as offered in this disclosure document or in any other line of business, nor have they conducted any other business.

The Franchise Offered

If you sign a franchise agreement with us, you will develop and operate a Mobility Plus Stores franchised business that sells, services and rents new and used mobility related products, including but not limited to scooters, power wheelchairs, portable ramps, scooter lifts, manual

mobility aids and related accessories. You will operate from a showroom. We refer to Mobility Plus Stores showrooms as "Showrooms" and we refer to Showrooms operated by franchisees of our affiliate as "Systems Showrooms." As used in this disclosure document, "Showrooms" means your Mobility Plus Stores franchised business that you will operate pursuant to the Franchise Agreement.

If your Mobility Plus Stores is located near a US Department of Veterans Affairs Medical Center (referred to in this disclosure document as "VA Medical Center"), then we may seek to use our affiliate's relationship with the VA Medical Center to direct referrals to your business. However, we do not guarantee that you will receive any such referrals. For customers referred by a VA Medical Center, the customers make payment to us (or our affiliate), and we remit the payment to you (less the royalty fees and other fees owed to us, and any other out-of-pocket costs incurred by us).

We grant qualified candidates the right to operate one or more Mobility Plus Stores franchised businesses according to our Franchise Agreement and our standards. The form of our Franchise Agreement is attached to this disclosure document as Exhibit B.

Multi-Unit Development Program

We grant qualified candidates the right to develop between two and three Showrooms. If we grant you franchise rights according to our Multi-Unit Development Program, you will sign between two and three Franchise Agreements at the same time, and commit to opening the Showrooms on the following timeline:

Business	Opening Commitment
First Showroom	Within 12 months after execution of the Franchise Agreements
Second Showroom	Within 18 months after execution of the Franchise Agreements
Third Showroom, if applicable	Within 24 months after execution of the Franchise Agreements

During the development period, we will neither develop nor license anyone else the right to develop a Mobility Plus Stores franchised business or Mobility Plus Systems Showroom physically located in the designated area noted on your Franchise Agreements, subject to our reserved rights set forth in Item 12 of this Disclosure Document. Refer to the Multi-Unit Development Program Addendum attached as Exhibit G for further details regarding our Multi-Unit Development Program.

Market and Competition

The general market for the scooters, powered wheelchairs, portable ramps, and other mobility related products and services is highly developed. Our customers are primarily elderly, disabled or handicapped people, including military veterans. Sales are not seasonal.

To our knowledge, there are eight states (Alabama, Connecticut, Georgia, Kentucky, Michigan, Minnesota, Nevada, Oregon, and Washington) where you would need an "elevator

license" or similar license to install stair lifts. In some states and jurisdictions, you will need a state license to provide or service home medical equipment such as scooters. To obtain the license (if applicable), you may need to meet certain conditions, such as educational requirements, appropriate business location, proof of insurance, and reporting requirements. You alone are responsible for investigating and complying with all applicable laws and regulations, despite any information that we may give you. You will compete against other companies that sell, rent, install and service other mobility products. Some competitors manufacture and sell directly to consumers. Some manufacturers work through distributorships and other arrangements. Other competitors may be selling the same brand of mobility products as you.

ITEM 2 - BUSINESS EXPERIENCE

Richard Peter – CEO and Founder

Richard Peter has been our CEO and Founder and CEO and Founder of MPHA in Miami, FL since August 2023. Mr. Peter has been Manager of MPIP and our Parent in Miami, FL since August 2023. Mr. Peter has also been CEO and Founder of MPS in Miami, FL, since October 2016, CEO and Founder of MP in Hoffman Estates, IL since October 2007, and Manager of Mobility Plus Associates, LLC in Hoffman Estates, IL since August 2023.

Robert Landolfi – Director of Operations and VA Relations

Robert Landolfi has been our Director of Operations and VA Relations and Director of Operations and VA Relations of MPHA in Miami, FL since August 2023. Mr. Landolfi has also been Director of Operations and VA Relations of MPS in Miami, FL since October 2016. Mr. Landolfi has also been Director of Operations and VA Relations of MPS in Hoffman Estates, IL since January 2016.

Michael Peter – Director of Strategy and Compliance

Michael Peter has been our Director of Strategy and Compliance and Director of Strategy and Compliance of MPHA in Miami, FL since August 2023. Mr. Peter has also been the Director of Strategy and Compliance of MPS in Miami, FL since March 2021. From January 2011 to Present, Mr. Peter has been President of Peter Consulting Associates in Evanston, IL. From July 2016 to December 2018, Mr. Peter was SAP Security and Controls Consultant for Treehouse Foods in Oak Brook, IL.

Spencer Jackson – Director of Franchise Development

Spencer Jackson has been our Director of Franchise Development and Director of Franchise Development of MPHA in Miami, FL since August 2023. Mr. Jackson has also been the Director of Franchise Development of MPS in Miami, FL since January 2023. From February 2021 to January 2023, Mr. Jackson was Franchise Growth Manager of MPS. From April 2019 to November 2020, Mr. Jackson was a self-employed salesman in Orlando, FL. From April 2016 to April 2019, Mr. Jackson was a Dealer Team Supervisor for Acorn Stairlifts in Orlando, FL.

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

Initial Franchise Fee

You must pay us an initial franchise fee when you sign a Franchise Agreement. If you are acquiring franchise rights for a single Showroom, the initial franchise fee is $35,000. If you are acquiring franchise rights for between two and three Showrooms pursuant to our Multi-Unit Development Program, the total franchise fee is $35,000 per Showroom. The initial franchise fee is payable in full when the Franchise Agreement is signed and is considered fully earned and nonrefundable upon payment. If you are acquiring franchise rights for more than three Showrooms pursuant to our Multi-Unit Development Program, the total franchise fee will be determined between you and us and as set forth in your Franchise Agreements.

In 2023, we did not sell any franchises for a fee different than the published initial franchise fee.

Showroom Inventory

Before you open your business, you must purchase the items for your showroom inventory (products, brochures, and pictures) from us or our affiliate. This will cost approximately $30,000 to $50,000, depending on what you order. You make this payment when you order the items. This payment is not refundable.

Supplies

Before you open your business, you must purchase branded marketing materials and uniforms from us or our affiliate. This will cost approximately $500 to $1,000, depending on what you order. You make this payment when you order the items. This payment is not refundable.

Point-of-Sale Starter Package

Before you open your business, you must purchase a point-of-sale starter package from us or our affiliate. This will cost approximately $2,300, which includes sales taxes and shipping costs. This fee is uniform. It is not refundable.

Technology Fee

If you are purchasing only one Mobility Plus Stores franchised business or for your first Showroom to be opened if you are purchasing multiple Mobility Plus Stores franchised businesses through our Multi-Unit Development Program, starting 30 days after you sign the Franchise Agreement, you must begin paying our monthly Technology Fee. It is currently $399 per month. The Technology Fee pays for a personalized website, online storefront, and certain software. This fee is uniform. It is not refundable.

For your second or third Showrooms to be opened if you are purchasing multiple Mobility Plus Stores franchised businesses through our Multi-Unit Development Program, starting 30 days prior to your opening deadline, you must begin paying our monthly Technology Fee. It is currently $399 per month. You will only pay the monthly Technology Fee once ($399) prior to opening for business. The Technology Fee pays for your personalized website, online storefront, and certain software. This fee is uniform. It is not refundable.

Initial Training Fee

There is no fee to attend initial training for new franchisees for a new location, but there is a Training Fee of $5,000 if (1) you purchase an existing Mobility Plus Business or (2) you purchase a second or other multiple Mobility Plus Business and request to attend our initial training program. This payment is not refundable.

ITEM 6 - OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	6% of your Gross Sales. Minimum royalty fee of $250 per week after first anniversary of the date you sign your franchise agreement. Minimum royalty fee of $375 per week after second anniversary of the date you sign your franchise agreement.	Weekly, on the Monday of each calendar week for the previous week reported by you	See Note 1.
Marketing Fund Contribution	Up to 2% of your Gross Sales; currently none.	Weekly, on the Monday of each calendar week for the previous week reported by you	See Note 1.
Local Advertising Requirement	$500 per month or 2% of your Gross Sales, whichever is greater.	Must be spent by you each month	Based on Gross Sales during each month. Payable directly to your local advertising vendors. Any marketing you proposed must first be approved by us. We have the right to require you to provide proof that these funds were spent and require you to pay any

Type of Fee	Amount	Due Date	Remarks
	We may modify this requirement upon ninety (90) days' notice to you.		shortfall to us. We reserve the right to require you to use an approved or designated provider for local advertising services, which may be us or our affiliate. See Note 1.
Veterans Administration Program	Reimbursement of our out-of-pocket costs.	Deducted from your payment(s) for work performed or added to the invoice.	If we provide administrative, billing, and/or collection services with respect to the Veterans Administration Program, you must reimburse us for our out-of-pocket costs. See Note 2.
Rental Program Management Fee	3% of your Gross Sales related to the Rental Program.	When you are billed or when the fee is deducted from your payment(s) for work performed or added to the invoice.	If we provide administrative, billing, and/or collection services with respect to the Rental Program, we reserve the right to require you to pay a Rental Program Management Fee to us or our designee. A program for rental of mobility-related products. See Note 3.
Online Product Sales Program Management Fee	Up to 3% of your Gross Sales related to the Online Product Sales Program; currently not being charged.	When you are billed or when the fee is deducted from your payment(s) for work performed or added to the invoice.	If we provide administrative, billing, and/or collection services with respect to the Online Product Sales Program, we reserve the right to require you to pay an Online Product Sales Program Management Fee to us or our designee. A program for selling inventory via a website, mobile application, or other virtual marketplace. See Note 4.
Credit card processing fee	3% of your Gross Sales	When you are billed or when the fee is deducted from your payment(s) for work performed or added to the invoice.	If we provide administrative, billing, and/or collection services to you. We currently provide administrative, billing, and/or collection services pursuant to our Veterans Administration Program, Rental Program, and Online Product Sales Program. We reserve the right to provide these services pursuant to additional programs we create.

Type of Fee	Amount	Due Date	Remarks
Technology Fee	Currently, $399 per month	Monthly, on the first Monday of the month.	Beginning 30 days after you sign the Franchise Agreement, you must pay our monthly technology fee. Currently, in exchange for the fee, we provide you with a personalized website, online storefront, QuickBooks Online Plus, Microsoft Office Online, and a branded email account. We reserve the right to alter the products and services provided for the Technology Fee. We reserve the right to increase the Technology Fee to reflect our costs and expenses.
Late fee	$100 plus interest on the unpaid amount at a rate equal to 18% per year (or, if less, 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.
Successor Franchise fee	$5,000	Upon signing a successor franchise agreement	Payable if you enter into a successor franchise agreement at the end of your agreement term.
Transfer fee	75% of the then-current Initial Franchise Fee. $5,000 deposit on the transfer fee due when you request our consent on the proposed transfer. $3,000 for a transfer among existing shareholders, partners or members of Franchisee entity.	When transfer occurs	Payable when you transfer the franchise, an interest in Franchised Business, the assets of Franchised Business or an interest in the franchisee.
Relocation Fee	$5,000	50% due when we grant you approval to relocate and balance due upon	Payable if we approve of the relocation of your Showroom.

Type of Fee	Amount	Due Date	Remarks
		our acceptance of the new location	
Training Fee	$5,000	As incurred	Payable if (1) you are purchasing an existing Showroom from a current franchisee or (2) you are purchasing a second or multiple Showrooms and request to attend training. The Initial Training Program is only included in the Initial Franchise Fee for a Franchisee's first Mobility Plus Stores franchise.
Customer Resolution Fee	$250 per complaint, plus reimbursement of money refunded to customer.	As incurred	If you request or we require our assistance in resolving a customer dispute.
Non-Compliance Fees	$500 per day, week, or occurrence, whichever is applicable.	As required	Payable to us if you do not comply with the Franchise Agreement.
Opening Deadline Extension Fee	Up to $5,000	As agreed	Payable to us if we grant you extension(s) to the opening deadline (as described in Item 11).
Additional On-Site Operating Assistance	Reimbursement of our out-of-pocket costs.	As incurred	If you request, we may, but are not obligated to, provide additional on-site operating assistance to you. Our out-of-pocket costs may include, but are not limited to, travel, room, and board, incurred by our representative in traveling to your Territory.
System Modifications	All costs and expenses associated with system modification.	As required	If we make changes to our franchise system, you must adapt your business to conform to the changes. Examples may include new technology, equipment, software or trade dress updates. Costs and expenses may be paid to the franchisor or a third-party supplier that we designate.

Type of Fee	Amount	Due Date	Remarks
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.
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).
Reimbursement for insurance costs	Costs and premiums incurred by us on your behalf, plus a 10% administrative fee.	Upon demand	Payable if we incur costs to purchase insurance for you if you fail to do so.
Reimbursement of Taxes	Actual assessed taxes against us based on your operation of the Franchised Business or on any payments you make to us.	Upon demand	Only payable if taxes of this type are assessed against us.
De-identification expenses	Actual expenses we incur.	Upon demand	If you fail to de-identify the Showroom upon termination or expiration and we make required changes.
Prevailing party's legal costs	Our attorney fees and 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.

All fees are payable only to us. All fees are uniformly 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. You must pay the royalty fee, brand fund contribution, software license fees and any other amounts due to us by electronic transfer of funds.

Notes

1. "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,

and any referral payments. Gross Sales does not include (i) bona fide refunds to customers or (ii) sales taxes collected.

2. If there is a Veterans Administration Medical Center in or near your territory, we may use our relationship with the VA Medical Center to assist you in obtaining referrals to customers. We will manage the relationship between the Mobility Plus System and the VA Medical Center. We will handle all billing and collection of invoices payable by the VA Medical Center and from business customers. We will remit payments by such customers to you within 30 days of receipt, less any fees (including the Royalty Fee) owed by you, any bank charges or credit card fees incurred, and any other out-of-pocket costs incurred by us. We do not guarantee that the VA Medical Center will refer any business to you.

3. If we offer a Rental Program, you must participate in it subject to compliance with the standards and procedures of that program. You must comply with the terms we specify, which may include provisions that require the payment of management fees or other fees, including sales commissions or similar payments, offering of special products or services at certain times or for certain prices (to the extent allowed by law) and special insurance, indemnity, quality control, and other provisions. You must comply with the terms we specify, which may include provisions that require the payment of management fees or other fees. You may also be required to enter into additional agreements required by our rental program software vendor.

4. If we offer an Online Product Sales Program, you must participate in it subject to compliance with the standards and procedures of that program. You must comply with the terms we specify, which may include provisions that require the payment of management fees or other fees, including sales commissions or similar payments, offering of special products or services at certain times or for certain prices (to the extent allowed by law) and special insurance, indemnity, quality control, and other provisions. If we offer an Online Products Sales Program, you must participate in it subject to compliance with the standards and procedures of that program.

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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	$35,000 - $35,000	Check or wire transfer	Upon signing the franchise agreement	Us
Point-of-Sale Starter Package	$2,300 - $2,300	Check or wire transfer	Before you open your business	Us
Rent (6 months) (see Note 2)	$12,000 - $30,000	Check	Upon signing lease	Landlord
Lease Security Deposit (see Note 2)	$2,000 - $5,000	Check	Upon signing lease	Landlord
Utilities (see Note 1 and Note 2)	$4,000 - $6,000	Check, debit, and/or credit	Upon ordering service	Utility providers
Leasehold Improvements	$8,000 - $20,000	Check	As incurred or when billed	Contractors
Local Marketing (3 months)	$1,500 - $1,500	Check, debit and/or credit	Upon ordering	Vendor
Insurance (12 months)	$2,500 - $8,000	Check	Upon ordering	Insurance company
Professional Fees	$2,000 - $4,000	Check, debit, and/or credit	Before opening for business	Government
Showroom setup (FF&E)	$5,000 - $15,000	Check, debit, and/or credit	Upon ordering	Vendor
Initial Inventory (Note 3)	$30,000 - $50,000	Check, debit, and/or credit	Upon ordering	Our affiliate
Initial Supplies (Note 4)	$500 - $1,000	Check, debit, and/or credit	Upon ordering	Our affiliate
Vehicle (see Note 5)	$1,000 - $5,000	Check, debit, and/or credit	Upon vehicle purchase	Vehicle dealer
Vehicle décor	$1,000 - $3,000	Check, debit, and/or credit	Upon ordering	Vendor
Training Fee (see Note 6)	$0 - $5,000	Check, debit, and/or credit	Upon transfer	Us
Technology Fee (5 Months) (see Note 7)	$1,995 - $1,995	Check, debit, and/or credit	30 days after signing Franchise Agreement	Us

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Computer System and Optional Software (see Note 8)	$0 - $800	Check, debit, and/or credit	Upon Ordering	Third Party
Additional funds (for first 6 months) (see Note 9)	$60,000 - $120,000	Varies	Varies	Employees, suppliers
Total	$168,795 - $313,595			

Notes

1. Your lease security deposit and utility deposits will usually be refundable unless you owe money to the landlord or utility provider. None of the other expenditures in this table will be refundable. Neither we nor any affiliate finances any part of your initial investment.

2. You must open and operate a Showroom within 6 months of signing your Franchise Agreement. Your Showroom (not including storage or warehouse space) should be approximately 1,600 to 2,000 square feet. The amount of rent, lease security deposit, and utilities will depend on the location and square footage of your Showroom. We expect that you will rent your location. If you choose to purchase real estate instead of renting, your costs will be significantly different.

3. This estimate includes your showroom inventory (products, brochures, and pictures) that you must purchase from us or our affiliate. See Item 5.

4. This estimate includes the initial supplies (branded marketing materials and uniforms) that you must purchase from us or our affiliate. See Item 5.

5. You must use a full-size cargo van or other approved vehicle and have it wrapped with our required décor. You must obtain our approval of the van before you acquire it. The low-end estimate assumes you lease a vehicle and the amount indicated is for your initial payments. The high-end estimate assumes you purchase and finance the van and the amount indicated is for your deposit and your initial payments. If you choose to purchase the van in cash in full, your costs will be significantly different. Your vehicle must at all times be in excellent or better repair, clean, and free of dents and other damage, and present a first-class image appropriate to our brand.

6. If (1) you are purchasing an existing Mobility Plus location from a current franchisee or (2) you are purchasing a second or multiple Mobility Plus franchise and request to attend training, you will owe a Training Fee of $5,000. A new franchisee will pay $0 for training.

7. Starting 30 days after you sign the Franchise Agreement, you must begin paying our monthly Technology Fee. It is currently $399 per month. This estimate assumed you will open for business 6 months from signing the Franchise Agreement.

8. The lower estimate assumes that you already own a computer or tablet capable of supporting our required software and applications. The higher estimate assumes that you must

purchase a computer or tablet. The higher estimate also assumes you choose to purchase data security software.

9. This includes any other required expenses you will incur before operations begin and during the initial period of operations (6 months), such as marketing, vehicle expenses, payroll, payroll expenses and other operating expenses in excess of income generated by the business. It does not include paying yourself. In formulating the amount required for additional funds, we relied on the following factors, basis, and experience: the development of a Mobility Plus business by our affiliate, the experience of our franchisees, and our general knowledge of the industry.

Multi-Unit Development Program

If you sign a Multi-Unit Development Program Addendum, you should anticipate the initial costs listed on the chart above for the opening of the first Showroom plus $35,000 times the number of Showrooms to be developed under the Multi-Unit Development Program after the first one.

ITEM 8 - RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

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

A. Inventory and Supplies. You must order your inventory for your showroom from our affiliate, as well as brochures, pictures, branded marketing materials, and uniforms. We negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees. We reserve the right to charge a markup of up to 5% on inventory and supplies you purchase from our affiliate to cover our administrative costs.

B. Services. You must purchase initial digital marketing from approved suppliers. We negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees.

C. Insurance. You must obtain insurance as described in the Franchise Agreement and in our Manual, which includes (i) Commercial General Business Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit, (ii) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000 combined single limit with accurate coverage based on who/how many people will be driving the vehicle, (iii) Umbrella insurance policy of at least $1,000,000, (iv) Workers Compensation and Employee Liability coverage as required by state law (which may apply to independent contractors or employees), and (v) any additional or greater insurance coverage required by a landlord or customer. Your insurance policies (other than Workers Compensation) must add us and our affiliates (including Mobility Plus LLC) as additional insured. With respect to National Accounts, if the insurance amount required for any National Account or for National Account work in general

exceeds the amount specified as the maximum amount required by us for any type of insurance, that higher amount required for the National Account work will apply.

D. Software and hardware. You must use the software and hardware that we specify. We will provide certain software that we provide to you in exchange for the Technology Fee (see Item 11 for more details).

E. Point-of-Sale Starter Package. You must purchase a Point-of-Sale Starter Package from us. We negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees.

Our affiliate, Mobility Plus, LLC, operates as a purchaser of inventory from vendors on behalf of franchisees. Otherwise, neither we nor any affiliate is currently a supplier of any other good or service that you must purchase, although we reserve to the right to be a supplier (or the sole supplier) of a good or service in the future. None of our officers owns an interest in any supplier to our franchisees.

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. 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 do not charge a fee for our review of alternative suppliers. We may grant approvals of new suppliers or revoke past approvals of suppliers on written notice to you, or by updating our Manual.

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 testing in our headquarters or in our company-owned outlet.

We estimate that the required purchases and leases to establish your business are 70% 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 70% to 85% of your total purchases and leases of goods and services to operate your business.

Currently, we do not derive revenue from the required purchases and leases by franchisees, nor do we receive payments from any designated suppliers based on purchases by you or other franchisees. However, the franchise agreement does not prohibit us from doing so. Since we did not have any franchisees operating as of December 31, 2023, neither we nor our affiliate received revenue from purchase by our franchisees of inventory and other products in 2023.

Certain suppliers currently pay our affiliate rebates based on franchisee purchases.

No purchasing or distribution cooperative currently exists.

We do not provide any material benefit (including rights to enter into a successor franchise agreement or the right to additional franchises) to you based on your purchase of particular 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	§ 3	Item 11
b. Pre-opening purchase/leases	§§ 3, 7, 9	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	§§ 3, 5, 7, 17	Items 5, 7, 8 and 11
d. Initial and ongoing training	§ 8	Items 5, 6, 8 and 11
e. Opening	§ 9	Items 7, 8 and 11
f. Fees	§§ 3-8 10, 12-14, 17, 18, 21, 32, 34, 35, 38, 39	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	§§ 1, 3, 6, 7, 10, 12-17, 20, 21, 22, 24, 25, 28 - 30, 40, 43	Items 8, 11 and 14
h. Trademarks and proprietary information	§§ 30, 31	Items 13 and 14
i. Restrictions on products/services offered	§ 6, 14	Items 8, 11 and 16
j. Warranty and customer service requirements	§ 6	Item 8
k. Territorial development and sales quotas	N/A	Item 12
l. Ongoing product/service purchases	§ 21	Items 6 and 8
m. Maintenance, appearance, and remodeling requirements	N/A	Items 6, 7 and 8
n. Insurance	§ 17	Items 6, 7 and 8
o. Advertising	§§ 1, 5, 7, 21, 29	Items 6, 7, 8 and 11
p. Indemnification	§ 39	Items 6 and 8
q. Owner's participation/management/staffing	Not Applicable	Item 15
r. Records and reports	§§ 23, 24	Item 11

Obligation	Section in agreement	Disclosure document item
s. Inspections and audits	Not Applicable	Not Applicable
t. Transfer	§§ 37, 38	Items 6 and 17
u. Renewal	§ 4	Item 17
v. Post-termination obligations	§ 35	Item 17
w. Non-competition covenants	§ 32	Item 17
x. Dispute resolution	§ 40	Items 6 and 17

ITEM 10 - FINANCING

We do not offer direct or indirect financing. 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:

Your Site. You must operate the Showroom at a location that meets our site selection requirements and that we have approved. If we have approved a site for your Showroom at the time you execute the Franchise Agreement, we will specify the site as the premises for your Showroom in the Franchise Agreement at the time you sign the Franchise Agreement. In all other cases, the Franchise Agreement will describe a preliminary designated area ("Preliminary Designated Area") and you will be responsible for identifying a site within the Preliminary Designated Area that meets our approval within 60 days after the date you sign the Franchise Agreement. (Franchise Agreement, Section 1(b)). If you utilize a broker to identify a location, you will be responsible for any costs associated therewith. We will not unreasonably withhold our approval of a site that meets our then-current criteria for demographic characteristics; traffic patterns; parking; character of the neighborhood; competition from, proximity to, and nature of other businesses; other commercial characteristics; and the proposed site's size, appearance, and other physical characteristics.

We must approve of the lease, sublease, or purchase contract for the premises of your Showroom before you sign such document. If you lease the Premises, the lease must contain terms and provisions that are reasonably acceptable to us. The time limit for us to approve or disapprove your proposed site is 30 days after you submit all of our required documents and information. (Section 2). Within 10 days after our approval of the lease, sublease, or purchase contract, you must send us the fully signed document, together with the signed lease addendum, if applicable, for the premises. You may not relocate the Showroom without our prior approval.

You are responsible for developing the Showroom at your expense. It is your responsibility to prepare all required construction and remodeling plans and specifications to suit the Showroom and to make sure that they comply with federal, state, or local laws and regulations, including the Americans with Disabilities Act (the "ADA") and similar rules governing public accommodations

for persons with disabilities, other applicable ordinances, building codes, permit requirements, and lease requirements and restrictions. You must submit all construction and remodeling plans and specifications to us for our approval before beginning build-out for the Showroom. You must apply for and obtain all requisite government approvals and permits to develop the Premises within three (3) months after signing the Franchise Agreement. You must complete construction or installation of the Showroom within five (5) months after signing the Franchise Agreement. You must open the Showroom in compliance with our standards within six (6) months after signing the Franchise Agreement. (Section 3)

Specification and Suppliers. We will provide you a list of our specifications and approved suppliers for items needed for your business (Section 6). You will order your inventory and customer product purchases, product installation services, delivery services, and repair and maintenance services through our affiliate. Our affiliate does not provide these items directly; our affiliate only place orders with approved suppliers on your behalf.

Software. In exchange for the Technology Fee (currently $399 per month), we will give you a personalized website, online storefront, QuickBooks Online Plus, Microsoft Office Online, and a branded email account. (Section 4). We reserve the right to alter the products and services provided for the Technology Fee.

Equipment, Marketing Materials, and Showroom Inventory. You will order the items for your showroom inventory (products, brochures, and pictures) from our affiliate, Mobility Plus LLC. Our affiliate will deliver (but do not install) all of these items. (Section 6)

Manual. We will give you access to our Manual, a collection of digital resources (Section 6).

Initial Training Program. We will conduct our initial training program. (Section 6)

On-Site Start-Up Assistance. We will provide on-site start-up assistance to you at your Showroom around the time of opening of your Mobility Plus Stores Business for up to 3 days. If you request additional on-site start-up assistance, we may, but are not obligated to, provide such additional on-site start-up assistance. If we provide such additional on-site start-up assistance, you will be responsible for all expenses, including, without limitation, travel, room, and board, incurred by our representative in traveling to your Territory. (Section 7(e))

Length of Time to Open. The typical length of time between signing the franchise agreement and the opening of your business is three (3) to four (4) months, depending on the amount of time it takes to secure an approved location for your Showroom, to complete build-out of the Showroom, to complete the initial training program, and other factors. You must open your business within six (6) months of signing the franchise agreement. (Section 9)

We may, but are not obligated to, grant you extension of the opening deadline if we determine, in our sole discretion, that you are expending good faith best efforts to complete each phase of the site development and opening process and pay a fee for the extension of up to $5,000. If the Showroom does not open for operation in compliance with our standards within 12 months from the date of the Franchise Agreement, unless you have received an approved extension and timely

made all payments required under the Franchise Agreement, the Franchise Agreement will terminate.

Our Post-Opening Obligations. After you open your business:

Collection and payment to you; establishing prices. We may require you to adhere to vendor policies for minimum advertised prices for their products. Upon your request, we will provide recommended prices for products and services. (Section 6). You will charge the prices set by us for regional and national accounts established by us. (Section 5 and Section 6). For Veterans Administration Program customers, Online Product Sales Program customers and for buyers of custom products, we will receive payment from the customer and pay to you the sales price we collect less (i) our cost of product, installation, and service, (ii) bank charges and other transaction costs, (iii) the Royalty Fee, (iv) applicable management fees and (v) any other amounts owed you owe to us. (Sections 11 - 14)

Improving and developing your business. 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.. (Section 6)

Establishing procedures. We will provide you our recommended procedures for administration and bookkeeping. (Section 6)

Although it is our intent and practice to refine and develop products or services that you will offer to customers, the franchise agreement does not obligate us to do so. We are not obligated to assist you with hiring or training employees. We are not required to provide any other service or assistance to you during your operations.

Advertising

Our obligation. We reserve the right to establish a Marketing Fund. If we establish the Marketing Fund, we will administer the Marketing Fund. If we establish the Marketing Fund, we are not obligated to perpetually continue the Marketing Fund. We will use the Marketing Fund only for marketing and related purposes and costs. Media coverage will primarily be local. We may use outside vendors and consultants to produce advertising. We are not required to spend any amount of advertising in the area or territory where any particular franchisee is located. We and the Marketing Fund may collaborate with the advertising funds of other franchise systems affiliated with us that use the Marks. There can be no assurance that the Marketing Fund's participation in these collaborations and joint efforts will benefit the franchised businesses using the Marks proportionately or equivalently to the benefits received by the other franchised businesses or the other franchised systems affiliated with us that also participate. We will maintain the brand website (which may be paid for by the Marketing Fund). We are required to provide you with sixty (60) days' notice before increasing or decreasing the percentage of the Marketing Fund Contribution or before establishing or disestablishing the Marketing Fund. We have no other obligation to conduct advertising.

Your own advertising material. You may use your own advertising or marketing material only with our approval. To obtain our 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.

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.

Local or Regional Advertising Cooperatives. We do not currently have any local or regional advertising cooperatives. We do not have the right to require you to join a cooperative.

Marketing Fund. We have the right to establish a Marketing Fund. If we establish a Marketing Fund, you must contribute. Your contribution will be up to 2% of gross sales per month. We reserve the right to have other franchisees contribute a different amount or at a different rate. Outlets that we own will not be obligated to contribute to the Marketing Fund. When we establish a Marketing fund, we will administer the fund. The fund will not be audited. We will make unaudited annual financial statements available to you upon request.

Computer Systems. You must purchase and use a computer or tablet in your business operations. We will provide to you a point-of-sale (POS) system as part of your Point-of-Sale Starter Package. We currently require you use the Square POS system. The Point-of-Sale Starter Package currently includes a Square register, cash drawer, and receipt printer and a compatible barcode scanner and barcode printer. In exchange for the Technology Fee (currently $399 per month), we will give you the Square POS system software and applications, a personalized website, online storefront, QuickBooks Online Plus (but not additional QuickBooks services such as payroll, which would be at your cost), Microsoft Office Online, and a branded email account. We estimate the initial cost of purchasing the Point-of-Sale Start Package and computer system to be $2,000 to $2,500. We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts (other than the Technology Fee) will be $0 to $1,800. There is no limitation on the frequency or cost of your obligation to upgrade or replace your POS and computer systems. We do not have any ongoing obligation to provide ongoing maintenance, upgrades or updates to your computer system. You must give us independent access to the information that will be generated or stored in these systems. The information that we may access will include sales, customer data, and reports. There is no contractual limitation on our right to access the information. You are also responsible for protection of your POS and computer systems from viruses, computer hackers and other computer-related and technology-related problems. We reserve the right to alter the products and services provided for in the Technology Fee.

Manual. See Exhibit E for the table of contents of our Manual. It has 24 pages. We are currently in the process of updating our Manual.

Training Program. Our training program consists of the following:

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TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Welcome to Mobility Plus	.5	-	Online (live)
Kickoff - Business Overview, Building the Brand, Educating the Community	2	-	Online (live)
Basic Training – Technology and Operations Setup	2	-	Online (live)
Operations	6	-	Online (live)
Marketing	2	-	Online (live)
Rentals	1	-	Online (live)
Technical	2	-	Online (live)
Product Ordering/Measuring	1	-	Online (live)
Showroom Setup	1	-	Online (live)
Point of Sale Training*	4.5	-	Online (live)
Security and Compliance	1	-	Online (live)
Home Safety Certification Training*	5	-	Online (live)
Manufacturer Training*	16	-	Online (live)
QuickBooks Online Training*	2	-	Online (live)
Wrap-Up and Post Training Next Steps	2	-	Online (live)
TOTALS:	48		

* Training provided by third parties.

Training classes will be scheduled in accordance with the needs of new franchisees. Training will be held online using Microsoft Teams. Training materials will be emailed or shipped to you prior to training. The instructional materials consist of the Manual and other materials, lectures, discussions, demonstration, and practice. Training classes online and/or at our location will be managed by Robert Landolfi. His experience is described in Item 2. He has 9 years of experience in our industry and with Mobility Plus. There is no fee to attend initial training for new franchisees for a new location, but there is a Training Fee of $5,000 if (1) you purchase an existing Mobility Plus Business or (2) you purchase a second or other multiple Mobility Plus Business and attend our initial training program. You must attend training. You may designate additional people of your choice to attend training. You must complete training to our satisfaction at least two weeks before opening your business. We do not currently require additional training programs or refresher courses, but we have the right to do so. You will be responsible for all expenses, including, without limitation, travel, room, and board, incurred by you and your employees in attending training.

ITEM 12 - TERRITORY

Territory

If we have not approved a site for your Showroom at the time you execute the Franchise Agreement, you will select a general geographic area in which you intend to operate your Showroom ("Preliminary Designated Area"). Your Preliminary Designated Area will be identified on Attachment 1 to your Franchise Agreement. Within 2 months after the Franchise Agreement is signed, you must acquire a site for the Showroom within the Preliminary Designated Area. Once the location of your Showroom is approved the location and the applicable Territory will be filled in at Attachment 1 to your Franchise Agreement.

Once the site for your Showroom is approved, we will assign a territory ("Territory") for your Franchised Business. The Territory will be a minimum radius of .5 miles and a maximum radius of 10 miles from the Showroom, depending on the nature of the area in which the Facility is located, and further defined by zip codes, man-made or natural boundaries, political boundaries, or traffic patterns. Once the location of your Showroom is approved the location and the applicable Territory will be filled in at Attachment 1 to your Franchise Agreement. The following factors will be considered in defining a Territory, in our sole discretion as to the relevance, in addition to population density: geographical boundaries, cultural demographics, household composition and income, population count, age, traffic/trip count, daytime population, competition, housing density and permit and zoning regulations. We will designate the exact boundaries of the Territory within 15 days after the execution of a lease, sublease, or purchase contract for the Showroom.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. We are not required to pay you if we exercise any reserved rights within your Territory. However, as long as you are in compliance with the Franchise Agreement, in your territory, we will not establish a Mobility Plus Stores nor a Mobility Plus Systems Showroom, nor license or franchise another party to establish a Mobility Plus Stores nor a Mobility Plus Systems Showroom.

Designated Marketing Area

In addition to assigning you a Territory, we will assign a designated marketing area ("Designated Marketing Area") for your Franchised Business when you sign the Franchise Agreement. The Designated Marketing Area will be a minimum of .5 miles from the Showroom and further defined by zip codes, man-made or natural boundaries, political boundaries, or traffic patterns. Your Designated Marketing Area will include your Territory and may include additional area outside of your Territory. If your Designated Marketing Area includes additional area outside of your Territory, we will refer to this additional area as your Excess Designated Marketing Area ("Excess Designated Marketing Area"). The following factors will be considered in defining a Designated Marketing Area, in our sole discretion as to the relevance, in addition to population density: geographical boundaries, cultural demographics, household composition and income, population count, age, competition, housing density and permit regulations.

You may only directly market for customers within your Designated Marketing Area and may not directly market for customers outside of your Designated Marketing Area without our prior written consent. However, we will permit you to directly market for customers outside of your Designated Marketing Area in areas that are not in the Territory of another franchisee (an "Area Available for Sale"). If the Area Available for Sale is purchased by another franchisee, you must immediately stop directly marketing for customers in the Area Available for Sale. We otherwise do not restrict your access to customers.

You will not receive an exclusive Designated Marketing Area. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. We are not required to pay you if we exercise any reserved rights within your Designated Marketing Area.

Franchisor's Reserved Rights

We reserve the right to establish a Mobility Plus Home Access business or license or franchise another party to establish a Mobility Plus Home Access business inside or outside your Territory. Mobility Plus Home Access businesses sell, rent, install and service mobility products that are materially different that the mobility products you will sell, service and rent. However, we reserve the right to allow Mobility Plus Home Access businesses to conduct repairs of mobility equipment through our Veterans Administration Program, which may include scooters, power wheelchairs, portable ramps, scooter lifts, manual mobility aids and related accessories, which you also may service through your Mobility Plus Stores business.

We reserve the right to establish a Mobility Plus business of any kind or license or franchise another party to establish a Mobility Plus business of any kind outside your Territory, including in your Excess Designated Marketing Area.

We reserve the right to operate and license others to operate businesses anywhere that do not sell the same or similar goods or services under the same or similar trademarks or service marks, inside or outside your Territory.

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 and Designated Marketing Area using our principal trademark or any trademarks other than our principal trademark. We do not pay any compensation to you for such sales.

We reserve the right to advertise, solicit and enter into National Accounts inside or outside your Territory or Designated Marketing Area, which are national, regional or other accounts we believe will benefit the system as further described in the Franchise Agreement, the Manuals and in this Item 12 below.

Continuation of your Territory or Designated Marketing Area is not dependent upon achieving certain sales volumes, market penetration or any other contingency.

You do not have the right to expand into additional territories, designated marketing areas, or establish additional Showrooms. If you desire to do so, you must meet our then-current criteria for new franchisees, demonstrate your capability to operate successfully, and obtain our agreement.

You do not receive any options, rights of first refusal, or similar rights to acquire additional franchises.

The franchise is granted for a Showroom at 1 specific location which must be approved by us. You may not relocate your Showroom without our prior written approval. We will grant you the right to relocate meeting our then current criteria as long as you are not relocating due to your breach of the lease, sublease, or mortgage of your Showroom. You must pay us a relocation fee of $5,000. Neither your Territory nor your Designated Marketing Area will change upon relocation.

You are prohibited from selling any products or services through alternate channels of distribution such as the internet inside or outside your Territory except as pursuant to an Online Product Sales Program that we may, but are not obligated to, establish.

Neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under our principal trademark or 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.

National Accounts

We may, but have no obligation to, offer a National Accounts program and secure National Accounts to be serviced by our franchisees. If we offer a National Accounts program, you may participate in it subject to compliance with the standards and procedures of that program. If you elect to participate, you must comply with the terms we specify, which may include provisions that require the payment of management fees or other fees, including sales commissions or similar payments, offering of special products or services at certain times or for certain prices (to the extent allowed by law) and special insurance, indemnity, quality control, and other provisions. You may also be required to enter into additional agreements required by a National Account or our policies and procedures. We may collect payments from National Account customers and distribute payments to franchisees for work provided but we have no obligation, to make any payments to you for work to the extent payment in good funds by the National Accounts customer has not been made to us. We have the right to charge additional amounts, including commissions or other fees or charges, to third parties and/or to National Account customers on account of work performed on National Accounts by you or other third party service providers.

In addition, based on examples from Mobility Plus businesses, we may, from time to time, make suggestions to you with regard to your pricing policies. In addition, we have the right to negotiate National Account arrangements, including pricing, which will bind all Mobility Plus businesses that elect to participate in and are providing services to such National Accounts. Although you generally have the right to establish prices for the products and services you sell, we reserve the right to establish and enforce prices, both minimum and maximum, to the extent permitted by applicable law. We may offer preferred customer plans that offer customers discount prices under certain terms and conditions. You are not required to offer these plans to customers but, if you do elect to participate in our preferred customer plans, you must offer the discount prices set by the plans in accordance with the terms of the plan.

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ITEM 13 - TRADEMARKS

The following are the principal trademarks that we license to you. These trademarks are owned by our affiliate Mobility Plus IP, LLC. The trademarks below are registered on the Principal Register of the United States Patent and Trademark Office.

Trademark	Registration Date	Registration Number
MOBILITY PLUS	September 7, 2010	3,845,094
	March 2, 2021	6,280,254
GO WHERE YOU WANT TO GO	January 17, 2023	6,952,452

The trademarks below are registered on the Supplemental Register of the United States Patent and Trademark Office.

Trademark	Registration Date	Registration Letter
AMERICA'S MOBILITY EXPERTS	April 25, 2023	7,038,844
MOBILITY HOME	January 23, 2024	7,289,871

We have also applied to register the following trademark on the Principal Register of the United States Patent and Trademark office:

Trademark	Serial Number	Filing Date
HOME ACCESS	98/186,650	September 19, 2023
MAKING LIVES BETTER	98/170,832	September 8, 2023

We do not have a federal registration for the Proprietary Marks above (serial numbers 8/186,650 and 98/170,832). These Proprietary Marks do not have the same legal benefits and rights as federally registered trademarks. If our right to use these Proprietary Marks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

We or others from whom we derived our rights have filed all required affidavits.

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

We are aware of a pharmacy located in Muskogee, Oklahoma and Tulsa, Oklahoma that is using "Mobility Plus" and "Mobility +" for the sale of medical equipment. We are currently investigating a course of action.

Except for the above, there are no infringing uses actually known to us that could materially affect your use of these Marks, trade names, logos or other commercial symbols in this state or any other state in which the franchise business is to be located.

We derive the right to use the Marks under a License Agreement dated August 22, 2023 ("License Agreement") with our affiliate, Mobility Plus IP, LLC, the owner of the Marks. The License Agreement permits us to license to our franchisees the use of the name and marks "Mobility Plus" and the related design marks, and the Proprietary System developed by Mobility Plus, LLC. The term of the License Agreement is 20 years, with automatic 10-year renewals, unless Mobility Plus IP, LLC provides us a written notice of termination for good cause. We have the non-exclusive right to use the Marks and Proprietary System in connection with the offer and sale of franchises to third parties to own and operate Mobility Plus Stores Franchised Businesses. Mobility Plus IP, LLC may terminate our rights under the License Agreement in the event of our breach. Under the License Agreement we must furnish Mobility Plus IP, LLC with specimens of the use of the Marks, including, but not limited to advertising and promotions. The License Agreement does not limit our or your rights to use the name or the Proprietary System. There are no other agreements currently in effect that significantly limit our or your rights to use the Mobility Plus name or the Proprietary System. We have no obligation to protect your right to use our principal trademark, or to protect you against claims of infringement or unfair competition arising out of your use of the trademarks. The franchise agreement obligates you to notify us of the use of, or claims of rights to, a trademark identical to or confusingly similar to 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.

Under the franchise agreement, we may require you to modify or discontinue using a trademark, at your expense. You will have a reasonable period of time to comply with the change, which is estimated to be approximately 6 months. After such period, you would no longer have the right to use the unmodified or discontinued trademark. Your rights under the franchise agreement do not change, other than the modification or discontinuation of the trademark. 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 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 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.

All customer data and other non-public data generated by your business is confidential information and is exclusively owned by us. We license such data back to you without charge solely for your use in connection with your Mobility Plus business.

You (and your owners, if the franchise is owned by an entity) must protect the confidentiality of our Manual and other proprietary information, and use our confidential information only for your franchised business.

You must disclose to us all ideas, plans, improvements, concepts, methods, and techniques relating to your Mobility Plus business that you conceive or develop. We will automatically own all such innovations, and we will have the right to incorporate any innovations into our system for use by all franchisees, without any compensation to you.

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

We expect only business entities, and not individuals, to operate the Franchised Business. You must designate a Principal Executive who must meet our approval. The Principal Executive must maintain a minimum of 30% ownership in your entity. The Principal Executive must participate in and complete our Initial Training Program and any post-training programs we develop in the future

and must have authority to make decisions on your behalf and bind you with respect to matters and agreements between you and us.

Your Facility must be managed and supervised by a Designated Showroom Manager, who may be the Principal Executive. Your Designated Showroom Manager will be responsible for all day-to-day operational decisions affecting your Franchised Business. Your Designated Showroom Manager must exert his or her full time best-efforts to the development and operation of your Franchised Business and must attend and complete the Initial Training Program and all other training programs that we require from time to time. The Designated Showroom Manager must have the authority to make all day-to-day operations decisions affecting your Franchised Business, and may not engage in any other business activity, directly or indirectly, that requires substantial management responsibility or time commitments or that otherwise interferes with his or her role as your Designated Showroom Manager. We do not require the Designated Showroom Manager to have an equity interest in your business entity. However, your Designated Showroom Manager must sign confidentiality agreements, subject to state and local laws. There is no limit on who you can hire.

Each of your Owners must personally guarantee your obligations under the Franchise Agreement, and must agree to be bound by, and personally liable for the breach of, every provision in these agreements, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the preservation of the confidentiality of our confidential information as defined in the Franchise Agreement and compliance with the covenants not to compete described in the Franchise Agreement. The "Guaranty and Assumption of Obligations" is at Exhibit 4 to the Franchise Agreement.

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.

You must offer goods and services to customers in your territory and designated marketing area as part of any Veterans Administration Program account, national or regional account, rental program, or online product sales program that we have established, including on the terms that we have negotiated.

You must participate in all referral programs, lead generation programs, partnership programs, and other revenue generation programs which may be added in the future.

You are not limited as to the customers to whom you may sell products and services. You may not sell products or services through other channels of distribution such as wholesale, internet or mail order sales. Otherwise, except as provided in Item 12, we place no restrictions upon your ability to serve customers and we do not impose any restrictions limiting your access to customers.

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

THE FRANCHISE RELATIONSHIP

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

Provision	Section in franchise agreement	Summary
a. Length of the franchise term	§ 4	The term of the franchise agreement is 5 years from date of signing.
b. Renewal or extension of the term	§ 4	You may obtain successor franchise agreements for up to two additional 5-year terms.
c. Requirements for franchisee to renew or extend	§ 4	For our franchise system, at the end of your term, you may elect to 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 enter into a successor franchise agreement, you must give advance notice to us; be in compliance; sign then-current form of franchise agreement; pay the successor franchise fee; sign general release (unless prohibited by applicable law).
d. Termination by franchisee	Not applicable	
e. Termination by franchisor without cause	Not applicable	
f. Termination by franchisor with cause	§ 33	We may terminate your franchise agreement for cause, subject to any applicable notice and cure opportunity.
g. “Cause” defined--curable defaults	§ 33(a)	Violate franchise agreement other than non-curable default (15 days to cure).
h. “Cause” defined--non-curable defaults	§ 33(b)	Intentionally submitting false information; bankruptcy; violation of confidentiality; violation of non-compete; violation of transfer restrictions; cease operations for more than 10 consecutive days; three defaults in 12 months; charge or conviction of, or plea to a felony, commission or accusation 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.

Provision	Section in franchise agreement	Summary
i. Franchisee's obligations on termination/non-renewal	§ 35	Return Manual and proprietary items; stop using the Marks; cease doing business; assign lease to MPS; de-identify the Showroom.
j. Assignment of agreement by franchisor	§ 37	Unlimited
k. "Transfer" by franchisee - defined	§ 38	For you (or any owner of your business) to voluntarily or involuntarily transfer (i) substantially all of the assets of the business, (ii) the franchise agreement, (iii) any direct or indirect ownership interest of the business, or (iv) control of the business.
l. Franchisor's approval of transfer by franchisee	§ 38(a)	No transfers without our approval.
m. Conditions for franchisor's approval of transfer	§ 38(a)	Pay transfer fee; pay transferee training fee; buyer meets our standards; buyer signs our then-current franchise agreement; you are in compliance with the franchise agreement; you sign a general release (subject to state law).
n. Franchisor's right of first refusal to acquire franchisee's business	§ 38 (d)	If you want to transfer your business, we have a right of first refusal.
o. Franchisor's option to purchase franchisee's business	§ 36	When your franchise agreement expires or is terminated, we will have the right to purchase any or all of the assets of your business.
p. Death or disability of franchisee	§ 38(c)	Upon the death or permanent disability of any of your Owners, interest must be transferred within six (6) months from the date of death or permanent disability.
q. Non-competition covenants during the term of the franchise	§ 32(a)	Neither you or any owner of the business 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	§ 32(b)	For two years, neither you, any owner of the business 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 franchisee.

Provision	Section in franchise agreement	Summary
s. Modification of the agreement	§ 43(d)	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	§ 43(c)	Only the terms of the franchise agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. However, no provision of any franchise agreement is intended to disclaim the representations made in this disclosure document.
u. Dispute resolution by arbitration or mediation	§ 40	Disputes will first go to mediation in the county of our then-current principal place of business. If not resolved, disputes will go to mandatory and binding arbitration at the American Arbitration Association office closest to the county of our then current principal place of business. The franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair and deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.
v. Choice of forum	§ 40	For disputes not subject to arbitration, litigation 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 law).
w. Choice of law	§ 43	Florida (subject to applicable law).

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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 particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Richard Peter, 601 Brickell Key Drive, Suite 700, Miami, FL 33131, Florida, (312) 498-6624, the Federal Trade Commission, and the appropriate state regulatory agencies.

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ITEM 20 - OUTLETS AND FRANCHISEE INFORMATION[1]

Table 1
Systemwide Outlet Summary
For Years 2021 to 2023

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	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Company-Owned	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Total Outlets	2021	0	0	0
	2022	0	0	0
	2023	0	0	0

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2021 to 2023

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Total	2021	0
	2022	0
	2023	0

Table 3
Status of Franchised Outlets
For Years 2021 to 2023

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
Totals	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0

Table 4
Status of Affiliate-Owned Outlets
For Years 2021 to 2023

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
Totals	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0

Table 5
Projected Openings As Of January 1, 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
South Carolina	2	0	0
Ohio	1	2	0
Mississippi	1	0	0
Alabama	1	1	0
Texas	0	2	0
Illinois	0	2	0
Tennessee	0	1	0
Florida	0	2	0
Totals	**5**	**10**	**0**

Exhibit F 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. Exhibit F also 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.

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.

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

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ITEM 21 - FINANCIAL STATEMENTS

Exhibit D contains the audited beginning balance sheet of our Parent, Mobility Plus Holdings, LLC as of September 7, 2023 and the audited financial statements of our Parent, Mobility Plus Holdings, LLC as of December 31, 2023. Since neither we nor our Parent has been in operation for 3 years, we cannot provide the requisite financial statements. Also included at Exhibit D are the unaudited balance sheet and statement of income for Mobility Plus Holdings, LLC as of July 31, 2024.

Mobility Plus Holdings, LLC guarantees our performance under the Franchise Agreement. A copy of the Parent guaranty is included in Exhibit H.

Our fiscal year end is December 31.

ITEM 22 - CONTRACTS

The following agreements are attached as exhibits to this Franchise Disclosure Document:

Exhibit B.	Franchise Agreement
Exhibit C.	Form of General Release
Exhibit G.	Multi-Unit Development Program Addendum

Before signing the Franchise Agreement, you must complete and sign a Franchisee Disclosure Questionnaire, a copy of which is attached to the Franchise Agreement (Exhibit B) as Attachment 6. The purpose of this Questionnaire is to indicate your receipt of various documents and other information.

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 Financial Protection and Innovation Department of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 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	

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Minnesota	Minnesota Department of Commerce Securities-Franchise Registration 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500
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 Building 68-2 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Division of Insurance Securities Regulation 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 4822 Madison Yards Way Madison, WI 53705 (608) 266-0448	Division of Securities Department of Financial Institutions 4822 Madison Yards Way Madison, WI 53705 (608) 261-7577

Exhibit B

FRANCHISE AGREEMENT

SUMMARY PAGE		
1.	**Franchisee**	_____
2.	**Business Location**	_____
3.	**Preliminary Designated Area, Territory and Designated Marketing Area**	Set forth on Attachment 1.
4.	**Opening Deadline**	180 days after Effective Date
5.	**Principal Executive**	_____

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Attachment 2 – Electronic Funds Transfer Authorization
Attachment 3 – Conditional Assignment of Telephone Number and Digital Marketing Accounts
Attachment 4 – Guaranty and Assumption of Obligations
Attachment 5 – Franchisee Disclosure Questionnaire

FRANCHISE AGREEMENT

This Agreement is made between Mobility Plus Stores, LLC, a Florida limited liability company ("MP STORES"), and Franchisee, effective as of the date signed by MP STORES ("Effective Date").

Background Statement: MP STORES and its affiliates have created and own a system (the "System") for developing and operating a business that sells, services and rents new and used mobility related products, including but not limited to scooters, power wheelchairs, portable ramps, scooter lifts, manual mobility aids and related accessories under the trade name "Mobility Plus". The parties acknowledge and agree that MP STORES's affiliates also grant Mobility Plus franchises to qualified franchisees under materially different business models, hereinafter referred to as "Mobility Plus Home Access" and "Mobility Plus Systems." The parties desire that MP STORES license its trademarks and the System to Franchisee to operate a Mobility Plus Stores business (the "Mobility Plus Stores Business") on the terms and conditions of this Agreement.

1. Grant; Areas Defined.

(a) Grant. MP STORES grants to Franchisee the right to operate a Mobility Plus Stores Business. Franchisee shall operate the Mobility Plus Stores Business for the entire term hereof.

(b) Preliminary Designated Area. Franchisee may identify a site for the Mobility Plus Stores Business anywhere in the preliminary designated area set forth on Attachment 1 hereto (the "Preliminary Designated Area").

(c) Territory. Once the site has been identified, Franchisee's territory shall be set forth on Attachment 1 hereto (the "Territory"). As long as this Agreement is in force and effect and Franchisee is not in default under any of the terms of this Agreement and subject to the rights reserved by MP STORES in this Section 1 below, MP STORES shall not establish, nor license the establishment of, another Mobility Plus Stores or Mobility Plus Systems business physically located in the Territory. This prohibition does not apply to any Mobility Plus Systems Business operating on the date of this Agreement or any Mobility Plus Home Access Business established in the Territory as of the date of this Agreement or during the entire Term of this Agreement. MP STORES retains the right to: (i) serve (or authorize other franchisees to serve) customers in the Territory if Franchisee is in default, or if Franchisee is incapable of meeting customer demand in the Territory (in MP STORES' reasonable opinion); (ii) serve (or authorize other franchisees to serve) a particular customer in the Territory if Franchisee fails to properly serve such customer or if MP STORES reasonably believes that Franchisee will not properly serve such customer; (iii) establish and license others to establish and operate Mobility Plus Stores Businesses and Mobility Plus Systems Businesses outside the Territory; (iv) establish and license others to establish and operate Mobility Plus Home Access Businesses inside or outside the Territory; (v) operate and license others to operate businesses anywhere that do not sell the same or similar goods or services under the same or similar trademarks or service marks as a Mobility Plus Stores Business; (vi) advertise, solicit and enter into National Accounts (defined below); and (vii) sell and license others to sell Mobility Plus products and services to customers in the Territory through channels of distribution (including the internet) using the Marks (defined below) ("Alternate Distribution

Channels"). MP STORES may set policies binding on all franchisees regarding soliciting, marketing and serving customers in another franchisee's territory, and MP STORES may waive or modify such policies in any circumstance as MP STORES determines. Franchisee shall not sell any services or products offered for sale under the System through any Alternative Distribution Channels except as pursuant to an Online Product Sales Program (defined below).

(d) Designated Marketing Area. Once the site has been identified, Franchisee's designated marketing area shall be set forth on Attachment 1 hereto (the "Designated Marketing Area"). The portion of the Designated Marketing Area beyond the boundaries of Franchisee's Territory shall be referred to herein as the Excess Designated Marketing Area (the "Excess Designated Marketing Area"). Notwithstanding the rights MP STORES retains in Section 1(c) above, MP STORES retains the following rights: (i) to directly market to (or authorize other franchisees to directly market to) customers in the Excess Designated Marketing Area; (ii) to serve (or authorize other franchisees to serve) customers in the Excess Designated Marketing Area; (iii) to establish and license others to establish and operate Mobility Plus businesses of any kind inside or outside the Excess Designated Marketing Area; (iv) operate and license others to operate businesses anywhere that do not sell the same or similar goods or services under the same or similar trademarks or service marks as a Mobility Plus Stores Business; (v) advertise, solicit and enter into National Accounts (defined below); and (vi) sell and license others to sell Mobility Plus products and services to customers in the Designated Marketing Area through channels of distribution (including the internet) using the Marks (defined below) ("Alternate Distribution Channels"). Franchisee shall not operate in any area which MP STORES now or in the future reserves to another franchisee as an exclusive territory. Franchisee may not advertise or solicit customers outside the Designated Marketing Area without MP STORES' prior written consent, which consent MP STORES may give, condition or withdraw as MP STORES deems appropriate. Notwithstanding the foregoing, Franchisee may advertise or solicit customers outside the Designated Marketing Area that are not in an exclusive or non-exclusive territory of another franchisee (an "Area Available for Sale"). If Franchisee advertises, solicits or services customers in Areas Available for Sale, Franchisee must comply with all the conditions and other requirements that MP STORES may from time to time specify (in the Operations Manual or otherwise in writing) with respect to such activities. At any time upon MP STORES' demand or upon Franchisee's actual notice that an Area Available for Sale has been purchased by another franchisee, Franchisee agrees to immediately cease advertising and soliciting customers in such Area Available for Sale to comply with MP STORES' procedures for the transition of customers for such Area Available for Sale.

2. Full Term Performance. Franchisee specifically agrees to, for the full term of this Agreement, operate the Mobility Plus Stores Business at the location identified on Attachment 1 hereto: (1) perform the obligations of this Agreement; (2) continuously exert its best efforts to promote and increase the sales and services of the Mobility Plus Stores Business within the Territory and Designated Marketing Area; (3) effect the widest and best possible distribution of the sale of Mobility Plus products and services; (4) solicit potential customers for Mobility Plus products and services within the Territory and Designated Marketing Area; and (5) participate in all referral programs, lead generation programs, partnership programs, and other revenue generation programs which may be added in the future.

3. Showroom.

(a) Requirement. No later than six (6) months after the Effective Date (the "Opening Deadline"), Franchisee must open and continuously operate a showroom for meeting customers and demonstrating products (the "Showroom"). Upon request, MP STORES will review and advise Franchisee regarding potential locations submitted by Franchisee to MP STORES. MP STORES will approve or reject the potential location within 30 days. **MP STORES' advice regarding or acceptance of a site is not a representation or warranty that the Mobility Plus Stores Business will be successful.**

(b) Location. The Showroom must be in the Territory. Franchisee shall submit its proposed Showroom to MP STORES for acceptance, with all related information MP STORES may request. If MP STORES does not accept the proposed Location in writing within 30 days, then it is deemed rejected. Franchisee must all at times comply with its lease for the Showroom premises.

(c) Opening Deadline Extension Fee. MP STORES may, but is not obligated to, grant Franchisee an extension of the opening deadline if MP STORES determines, in its sole discretion, that Franchisee is expending good faith efforts to complete each phase of the site development and opening process. If MP STORES grants Franchisee such extension, MP STORES may require that Franchisee pays up to Five Thousand Dollars ($5,000.00) per extension ("Opening Deadline Extension Fee").

(d) Appearance. The Showroom must at all times comply with System Standards for appearance and design, including without limitation construction, decoration, layout, furniture, fixtures and signage. Franchisee shall at all times keep the Mobility Plus Stores Business in a neat and clean condition and perform all appropriate maintenance.

(e) Lease of Showroom. Any lease for the Showroom must be approved by us before it is executed by Franchisee and MP STORES can require that certain terms and provisions be included in the lease. MP STORES' approval of the lease shall be conditioned upon inclusion in the lease of terms required by us, including but not limited to the following: (i) have a term, with initial and renewal terms, at least equal to the initial term of this Agreement; (ii) provides that the lessor shall give written notice to us (concurrently with Franchisee) of any default by Franchisee under the lease, and will give us an additional fifteen (15) days to cure any default not cured by Franchisee during the cure period and assign the lease to us if defaults are cured by us; (iii) permits the use on the lease premises of all signs required by us for Mobility Plus franchises, subject to applicable local laws, codes and ordinances; (iv) provides that on expiration or termination of Franchisee's Franchise Agreement, MP STORES may enter the leased premises and remove all signs, sign-faces and other items identifying Marks; (v) provides that the Premises will only be used for the operation of a Mobility Plus Stores Business; and (vi) provides that the lessor will not lease other premises in the same building or shopping center to a competing business.

(f) Relocation. If Franchisee's lease for the Showroom is terminated and such termination is not Franchisee's fault, or the lease expires without any possibility of renewal on commercially reasonable terms as MP STORES determines, or if in MP STORES' combined judgment there is a change in the character of the Showroom sufficiently detrimental to its business potential to warrant its relocation, MP STORES shall grant permission for relocation of the Showroom to a location approved by MP

STORES. Franchisee must obtain MP STORES' written authorization, in MP STORES' sole discretion, of the specific date that the Showroom may open. In the event of relocation, the parties will enter into an agreement which will set forth the new location for Franchisee's Showroom and a deadline by which Franchisee must open for business at the new location. Any such relocation shall be at Franchisee's sole expense, and shall not be undertaken without MP STORES' prior written consent. Franchisee shall pay MP STORES a relocation fee in the amount of Five Thousand Dollars ($5,000.00) to cover MP STORES' services and associated costs in connection with such relocation. Franchisee shall pay fifty percent (50%) of the relocation fee when MP STORES grants the approval to relocate and the balance of the relocation fee upon MP STORES' acceptance of the new location for the Showroom. Franchisee must continue to operate the Mobility Plus Stores Business at all times during the relocation.

(g) Fixtures, Furniture, Equipment and Signage. Franchisee agrees to purchase and install, at Franchisee's expense, all fixtures, furniture, equipment (including required computer systems) and signs MP STORES may direct from time to time and to purchase and use in the development and operation of the business only fixtures, furniture, equipment and signs from approved suppliers and/or that meet MP STORES' standards and specifications.

(h) Designated Showroom Manager. The Showroom must at all times have a designated showroom manager ("Designated Showroom Manager"), which may be Franchisee or another individual Franchisee designates. Franchisee's appointment of a Designated Showroom Manager must be approved in writing by MP STORES. The Designated Showroom Manager must complete the initial training program to MP STORES' satisfaction. The Designated Showroom Manager shall devote his or her full time and best efforts to the personal supervision and conduct of the Mobility Plus Stores Business. If a Designated Showroom Manager approved by MP STORES is no longer serving as Designated Showroom Manager, Franchisee shall provide written notice of same to MP STORES within seven (7) days of the last day of service of the Designated Showroom Manager. Within three (3) months of the last day of service of the former Designated Showroom Manager, Franchisee shall have appointed another person who has been approved in writing by MP STORES as Designated Showroom Manager and such Designated Showroom Manager shall have completed MP STORES' training program. In the event that Franchisee fails to notify MP STORES of the termination of employment of the Designated Showroom Manager and/or does not have an approved, trained Designated Showroom Manager in place within the required three (3) month period, Franchisee shall be in default of this provision and shall be obligated to pay a non-compliance fee in the amount of Five Hundred Dollars ($500.00) per week from the date of the default until Franchisee has fully complied with the requirements herein relating to the Designated Showroom Manager. Franchisee's payment of non-compliance fees shall not be considered a cure of the non-compliance default, and MP STORES' acceptance of such fees shall be without prejudice to taking any other action based on the defaults, including but not limited to, termination of this Agreement.

4. Term and Successor Franchises. This Agreement commences on the Effective Date and continues for five years. Franchisee may enter into successor franchise agreements for up to two additional periods of five years each, subject to the following conditions prior to each expiration: (i) Franchisee notifies MP STORES of the election to enter into a successor franchise agreement between 90 and 180 days prior to the end of the term; (ii) Franchisee is in compliance with this Agreement; (iii) Franchisee executes MP STORES' then-current standard form of franchise

agreement, which may be materially different than this form (including, without limitation, higher and/or different fees), except that Franchisee will not pay another initial franchise fee and will not receive another successor term; (iv) Franchisee pays MP STORES a successor franchise fee of Five Thousand Dollars ($5,000.00); and (v) Franchisee and each owner of Franchisee (an "Owner") executes a general release (on MP STORES' then-standard form) of any and all claims against MP STORES, its affiliates, and their respective owners, officers, directors, agents and employees. Within sixty (60) days of MP STORES' receipt of Franchisee's notice of election to enter into a successor franchise agreement, MP STORES agrees to give Franchisee written notice of whether Franchisee has met the conditions for entering into a successor franchise agreement and any deficiencies in Franchisee's operation or historical performance with Franchisee's Mobility Plus Stores Business which could cause us not to grant Franchisee the right to enter into a successor franchise agreement. Granting Franchisee a successor franchise agreement will be conditioned on Franchisee's continued compliance with all the terms and conditions of this Agreement up to the date of expiration and timely correction of any deficiencies. If MP STORES sends a notice of MP STORES' refusal to enter into a successor franchise agreement it will state the reasons for MP STORES' refusal. If MP STORES does not give Franchisee a deficiency notice within sixty (60) days after receipt of Franchisee's notice of election to enter into a successor franchise agreement, or if MP STORES does not give Franchisee notice of MP STORES' decision not to enter into a successor franchise agreement with Franchisee six (6) months before the expiration of the term of this Agreement, MP STORES may extend the term of this Agreement for any period of time necessary in order to provide Franchisee reasonable time to cure the deficiencies or to provide the six (6) month notice of MP STORES' decision not to enter into a successor franchise agreement required under this Agreement. Franchisee has no right to continue to operate the Mobility Plus Stores Business after the expiration of the initial term of this Agreement unless Franchisee is granted the right to enter into a successor franchise agreement in accordance with this Section 4. If MP STORES permits Franchisee to continue to operate the Mobility Plus Stores Business after the expiration of the initial term of this Agreement but before the execution of a successor Franchise Agreement as required by this Section 4, then the temporary continuation of the Mobility Plus Stores Business will be on a month-to-month basis, and will be terminable at the will of MP STORES by giving Franchisee written notice of termination at least thirty (30) days before the termination is effective. If the laws of the jurisdiction in which Franchisee or the Mobility Plus Stores Business are located require a longer notice period, the thirty-day period will be deemed modified to the shortest notice period required by the laws of such jurisdiction.

5. Fees.

(a) Initial Franchise Fee. Upon signing this Agreement, Franchisee shall pay an initial franchise fee in the amount of Thirty-Five Thousand Dollars ($35,000.00) (the "Initial Franchise Fee"). This fee is not refundable.

(b) Point-of-Sale Starter Package. Prior to opening for business, Franchisee shall pay MP STORES for a point-of-sale starter package in the amount of approximately Two Thousand Three Hundred Dollars ($2,300.00) (the "Point-of-Sale Starter Package"). This fee is not refundable.

(c) Royalty Fee. Franchisee shall pay a weekly royalty fee (the "Royalty Fee") an amount equal to 6% of Gross Sales per week. Notwithstanding the foregoing, Franchisee shall pay the following weekly minimum Royalty Fees:

After the 1st anniversary of the Effective Date	Two Hundred Fifty Dollars ($250) per week
After the 2nd anniversary of the Effective Date	Three Hundred Seventy-Five Dollars ($375) per week

"Gross Sales" means the total receipts of all money or property of any kind, for or in connection with the services rendered by Franchisee at the Showroom and any other location, and any products sold, directly or indirectly, in connection with the Mobility Plus Stores Business. The term shall be deemed to include checks, drafts, money orders, credit card payments, and all other instruments and forms of payment whether or not the same are postdated or are later dishonored or rescinded or payment is stopped thereon. Gross Sales will be deemed received for purposes of this Agreement on the date that payment in whatever form is actually collected and received by the Mobility Plus Stores Business. The term shall not include applicable sales, use, or service taxes collected from customers and paid to the appropriate taxing authority.

(d) Technology Fee. Beginning 30 days after the execution of this Agreement, Franchisee shall pay a monthly technology fee (the "Technology Fee"). As of the date of this Agreement, the Technology Fee is Three Hundred Ninety-Nine Dollars ($399.00) per month. MP STORES will give Franchisee a personalized website, online storefront, QuickBooks Online Plus (but not additional QuickBooks services such as payroll, which would be at Franchisee's cost), Microsoft Office Online, and a branded email account. MP STORES reserves the right to alter the products and services provided for the Technology Fee. MP STORES reserves the right to increase the Technology Fee to reflect its costs and expenses. MP STORES may include administrative and overhead costs in the Technology Fee and does not guaranty that the Technology Fee will be pass-through of out-of-pocket expenses by MP STORES.

(e) Marketing Fund Contribution. MP STORES may but is not obligated to establish a marketing fund to advertise Mobility Plus ("Marketing Fund"). If MP STORES establishes a Marketing Fund, Franchisee shall pay MP STORES a contribution to the Marketing Fund (the "Marketing Fund Contribution") of up to two percent (2%) of Franchisee's Gross Sales (or such lesser amount as MP STORES determines), at the same time as the Royalty Fee. MP STORES will give Franchisee at least sixty (60) days written notice before increasing or decreasing the percentage of the Marketing Fund Contribution or establishing or disestablishing the Marketing Fund.

(f) Payment Terms

i. Method of Payment. Franchisee shall pay the Royalty Fee, the Marketing Fund Contribution and any other amounts owed to MP STORES by Electronic Funds Transfer (as described in Section 5.g. below) or in such other manner as MP STORES may require.

ii. Calculation of Fees. Franchisee shall report weekly Gross Sales to MP STORES by the Monday of the following week.

iii. Late Fees and Interest. If Franchisee does not make a payment on time, Franchisee shall pay a One Hundred Dollar ($100.00) "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).

iv. Costs of Collection. Franchisee shall repay any costs incurred by MP STORES (including reasonable attorney fees) in attempting to collect payments owed by Franchisee.

v. Application. MP STORES may apply any payment received from Franchisee to any obligation and in any order as MP STORES may determine, regardless of any designation by Franchisee.

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

(g) Electronic Funds Transfer. Franchisee must make the weekly payments for the royalty fees, Marketing Fund contributions, and any and all other fees that may become due and payable to us hereunder by either electronic transfer or electronic debiting of Franchisee's business account, or in any other manner that MP STORES may hereinafter designate. Franchisee must make the monthly payments for the technology fees and any and all other fees that may become due and payable to us hereunder by either electronic transfer or electronic debiting of Franchisee's business account, or in any other manner that MP STORES may hereinafter designate. Upon the execution of this Agreement, Franchisee must execute the electronic funds transfer authorization form attached to this Agreement as Attachment 2, and thereafter and shall execute any other documents as may be required from time to time by MP STORES to permit MP STORES to electronically transfer funds or debit Franchisee's account for the purpose of making the required payments. Franchisee may not make any change in Franchisee's banking relationships, including any change in the account number of Franchisee's business account, or any change in banks, without MP STORES' prior written approval and Franchisee's execution of new authorization forms. On or before the date MP STORES specifies, Franchisee must submit to us in the form and manner MP STORES specifies a statement of Gross Revenues for the previous week. Payments of the royalty fee, Marketing Fund contributions, and any other fees due for each calendar week will be transferred on the Monday of the following calendar week based on the Gross Revenues for the previous calendar month reported by Franchisee. Franchisee agrees to make the funds available for withdrawal by electronic transfer or debiting before the Monday of each calendar week. Payments of the technology fees and any other fees due for each calendar month will be transferred on the first Monday of each calendar month. Franchisee agrees to make the funds available for withdrawal by electronic transfer or debiting before the Monday of each calendar month. If at any time a withdrawal is made and Franchisee does not have sufficient funds in the account, Franchisee must pay us an insufficient funds fee in the amount of Fifty Dollars ($50.00). If Franchisee fails to submit a report of the Gross Revenues of Franchisee's Mobility Plus Stores Business and MP STORES does not have access to this information, MP STORES may transfer or debit from Franchisee's account an amount which is one hundred twenty percent (120%) of the last amount MP STORES transferred for payment of weekly royalty fees, Marketing Fund contributions, and any other continuing fees. If the amount of the royalty fees and Marketing Fund contributions MP STORES transferred is less than the amount that Franchisee actually owe to us (once MP STORES has determined the true and correct Gross Revenues of the Mobility Plus

Stores Business), MP STORES will transfer from Franchisee's account the balance of the royalty fee, Marketing Fund contribution, technology fees, and other fees due. If the amount transferred from Franchisee's account is greater than the royalty fees, Marketing Fund contributions and other fees actually owed, MP STORES will credit the excess against the next transfer for royalty fees, Marketing Fund contributions and other fees due.

6. Customer Orders and Fulfillment.

(a) Products Offered. Franchisee shall market, offer and sell, rent or service scooters, power wheelchairs, portable ramps, scooter lifts, manual mobility aids and other mobility-related products from MP STORES' approved manufacturers. MP STORES may add or remove products (or categories of products at any time). MP STORES does not guaranty that all products are available at all times or in all locations. Franchisee shall offer all products and services, and only those products and services, from time to time prescribed by MP STORES in the Manual or otherwise in writing.

(c) Sales Agreements and Prices. Franchisee shall use MP STORES' form to create sales agreements between MP STORES and the customer. Franchisee retains the discretion to determine the price paid by the customer, provided it will not offer or accept a price lower than minimums determined by MP STORES. Notwithstanding the foregoing, Franchisee will charge the prices set by MP STORES for regional and national accounts established by MP STORES.

(d) Delivery and Service. Franchisee will be responsible for scheduling service and delivery with customers, and for servicing the scooters, power wheelchairs, portable ramps, scooter lifts, manual mobility aids and other mobility-related products. Franchisee shall deliver or repair (or caused a third-party contractor to deliver or repair) all mobility-related products in strict accordance with the manufacturer's recommendations, industry best practices, and any applicable brand standards determined by MP STORES.

(e) Customer Satisfaction. If MP STORES is contacted by a customer or other patron of Franchisee's Mobility Plus Stores Business who wishes to lodge a complaint, MP STORES reserves the right to address the complaint in order to preserve goodwill and prevent damage to the brand. Franchisee shall pay MP STORES Two Hundred Fifty Dollars ($250.00) for each complaint ("Customer Resolution Fee") to compensate MP STORES for MP STORES' administrative cost of responding to the complaint. MP STORES' right to address the complaints may include refunding money to the complaining customer in MP STORES' sole discretion, in which case Franchisee will reimburse MP STORES for all such amounts.

7. Assistance.

(a) Manual. MP STORES shall make its confidential Manual (the "Manual"), a collection of digital resources, available to Franchisee.

(b) Pre-Opening Specifications and Vendors. To the extent not included in the Manual, MP STORES shall provide Franchisee with (i) applicable System Standards and other specifications as MP STORES deems appropriate (which may include specifications regarding inventory, supplies, materials, and other matters), and (ii) MP STORES' lists of approved and/or required vendors.

(c) Pre-Opening Training. MP STORES shall make available its standard pre-opening training to Franchisee's Principal Executive set forth on the Summary Page and additional Owners or employees you designate, at MP STORES' headquarters, at another location designated by MP STORES, and/or by video conference, in each case as determined by MP STORES. MP STORES shall not charge any fee for this initial training. Franchisee is responsible for its own travel, hotels, meals, and other out-of-pocket expenses.

(d) Pre-Opening Materials, Equipment, Marketing Materials, and Showroom Setup. Before Franchisee opens, MP STORES or its affiliates will sell the items for Franchisee's initial inventory (products, brochures, and pictures) and initial supplies (branded marketing materials and uniforms) to Franchisee. Franchisee must purchase these items from MP STORES or one of its affiliates.

(e) On-Site Start-Up Assistance. Around the time of opening of Franchisee's Mobility Plus Stores Business, MP STORES will send one of its representatives to Franchisee's Territory to provide on-site opening assistance at the Showroom for up to three (3) days. MP STORES, in its discretion, will determine when the on-site assistance and training will take place and how long it will last. If Franchisee requests additional on-site start-up assistance, MP STORES may, but is not obligated to, provide such additional on-site start-up assistance. If MP STORES provides such additional on-site start-up assistance, Franchisee will be responsible for all expenses, including, without limitation, travel, room, and board, incurred by MP STORE's representative in traveling to Franchisee's Territory.

(f) Advice, Consulting, and Support. If Franchisee requests, MP STORES 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 MP STORES deems reasonable. MP STORES may, but is not obligated to, provide additional in-person support to Franchisee. If MP STORES provides in-person support in response to Franchisee's request, MP STORES may charge Franchisee for any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).

(g) Pricing. MP STORES will inform Franchisee of MP STORES' base pricing for products and services. Upon request, MP STORES will provide recommended prices for Franchisee to charge customers. Notwithstanding the foregoing, Franchisee will charge the prices set by MP STORES for regional and national accounts established by MP STORES.

(h) Procedures. MP STORES will provide Franchisee with MP STORES' recommended administrative and bookkeeping procedures. MP STORES may make any such procedures part of required (and not merely recommended) System Standards.

(i) Marketing. If MP STORES establishes a Marketing Fund, MP STORES will manage the Marketing Fund.

8. Training. Franchisee's Principal Executive must complete MP STORES' training program for new franchisees to the satisfaction of MP STORES prior to commencing the Mobility Plus Stores Business. MP STORES 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 MP STORES. After Franchisee opens for Mobility Plus Stores Business, Franchisee may hire a new

designated showroom manager(s) who must successfully complete MP STORES' training program to the satisfaction of MP STORES. MP STORES will charge the fee set forth in Section 5.f for any such replacement or additional training programs. MP STORES 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.

9. Opening Date. Franchisee shall commence operating the Mobility Plus Stores Business to the public by the date set forth on the Summary Page. Notwithstanding the foregoing, Franchisee agrees not to open Franchisee's Mobility Plus Stores Business for business until: (1) Franchisee's obligations under Section 3 have been fulfilled; (2) Franchisee's Principal Executive has completed MP STORES' training program for new franchisees to the satisfaction of MP STORES; (3) Franchisee has furnished us with evidence of insurance coverage required by Section 17; (4) Franchisee has furnished us with evidence that Franchisee has met all licensing requirements applicable to the Mobility Plus Stores Business; (5) Franchisee has established an entity to operate the Mobility Plus Stores Business; and (6) MP STORES has provided Franchisee with written consent to open. Franchisee shall provide MP STORES with at least thirty (30) days' prior notice of the date on which Franchisee plans to open the Mobility Plus Stores Business.

10. Compliance with Manual, System Standards, and Laws. Franchisee shall at all times and at its own expense comply with all mandatory obligations contained in the Manual and all other System Standards. "System Standards" means, as of any given time, the then-current mandatory procedures, requirements, and/or standards of the System as determined by MP STORES, which may include without limitation, any procedures, requirements and/or standards for appearance, business metrics, customer service, data protection and privacy, design (such as construction, decoration, layout, furniture, fixtures, and signs), equipment, inventory, marketing and public relations, operating days, operating hours, presentation of Marks, product and service offerings, reporting, safety, technology (such as computers, computer peripheral equipment, smartphones, point-of-sale systems, back-office systems, information management systems, backup and archiving systems, communications systems, payment acceptance systems, and internet access, as well as upgrades, supplements, and modifications thereto), temporary operational changes due to special circumstances (such as a pandemic), uniforms, and vehicles. Franchisee and the Mobility Plus Stores Business shall comply with all laws and regulations. Franchisee and the Mobility Plus Stores Business shall obtain and keep in force all governmental permits and licenses necessary for the Mobility Plus Stores Business.

(a) Operating Hours. If on more than one occasion Franchisee either closes its Showroom on any day or if the Showroom is not open and operating for (i) forty (40) hours in one week or (ii) all of the hours set forth in the Manual on any given day, thereafter Franchisee shall pay to MP STORES a non-compliance fee in the amount of Five Hundred Dollars ($500.00) for each occurrence of closure or failure to be open and operational during all of the required hours. The non-compliance fee shall be due to MP STORES on demand and there is no limitation on the number of times the fee can be imposed for non-compliance. The fee shall not be imposed if Mobility Plus Stores Business is closed for a reason set forth in Section 43.f. of this Agreement.

11. Veterans Administration Program. If there is a VA Medical Center near Franchisee's headquarters, MP Stores reserves the right to manage the relationship between the Mobility Plus Stores system and the VA Medical Center. MP Stores reserves the right to handle all billing and collection of invoices payable by the VA Medical Center. If MP Stores does so, MP Stores will remit payments by the VA Medical Center to Franchisee within 30 days of receipt, less any fees (including the Royalty Fee) owed by Franchisee and any out-of-pocket costs (including any bank charges or credit card fees) incurred by MP Stores. MP Stores does not guaranty that the VA Medical Center will refer any business to Franchisee.

12. National Accounts. MP STORES may, but is not obligated to, develop various National Accounts under a National Accounts program in addition to MP STORES' Veterans Administration Program ("National Accounts Program"). MP STORES, in its sole discretion, shall determine the best method of pursuing, negotiating with and servicing National Accounts, and shall establish the terms for each National Account contract in its sole discretion, based on the needs of the National Account and its customers, MP STORES, the System and the MP STORES franchisees. A "National Account" as used herein is a business, institution, governmental agency or other person or entity that either itself or through common ownership, association or independent contractors, has multiple locations in a number of geographic areas that fall within multiple franchise territories, has ongoing demands for services and products that in a number of geographic areas or that exceed the capability of any single franchised business, and/or prefers a single contact in order to control pricing, billing, customer satisfaction, and/or similar requirements.

(a) In order to participate in the National Accounts Program, Franchisee must (i) be and remain in compliance under this Agreement, and (ii) comply with MP STORES' published standards, policies and procedures for participation in the National Accounts Program as they may be modified and supplemented from time to time. Further, in order to provide services to a particular National Account, Franchisee must comply with the requirements of that particular National Account. Franchisee shall have the right to decline participation in the National Accounts Program or with respect to a particular National Account.

(b) Regardless of any other provisions of this Agreement, MP STORES grants to Franchisee no territorial rights of any kind whatsoever in connection with the National Accounts Program. Franchisee agrees that MP STORES and third parties designated by us may solicit prospective National Accounts located within Franchisee's Territory in order to develop them as National Accounts. Further, in the event that Franchisee declines to participate in the National Accounts Program, decline to service any National Account location within Franchisee's Territory, or are prohibited from providing services to the National Account location within Franchisee's Territory pursuant to the standards, policies and procedures of the National Accounts Program or the requirements of a particular National Account, MP STORES, its affiliates or designated agents or other Mobility Plus franchisees may provide services at National Account locations or to National Account customers located within Franchisee's Territory without violating Franchisee's rights to the Territory. Franchisee shall not be entitled to any compensation with respect to services

provided to any National Account location or customer within Franchisee's Territory after Franchisee has declined to provide such service or Franchisee is prohibited to provide such services pursuant to the standards, policies and procedures of the National Accounts Program or the contract with any particular National Account.

(c) Additionally, if MP STORES will be providing administrative, billing and/or collection services with respect to a National Accounts Program, Franchisee shall pay to MP STORES credit card processing fees equal to three percent (3%) of Gross Sales attributable to such National Accounts Program.

13. Rental Program. MP STORES may, but is not obligated to, develop a rental program for rental of mobility related products ("Rental Program"). MP STORES, in its sole discretion, shall establish the terms for the Rental Program, based on the needs of Mobility Plus Stores customers, MP STORES, the System and the MP STORES franchisees. If MP STORES develops a Rental Program, Franchisee must participate in it subject to compliance with the standards and procedures of that program. If MP STORES or its designee will be providing administrative, billing and/or collection services with respect to the Rental Program, MP STORES or its designee has the right to charge Franchisee a management fee equal to three percent (3%) of Gross Sales from work done pursuant to MP STORES' Rental Program ("Rental Program Management Fee"). Additionally, if MP STORES will be providing administrative, billing and/or collection services with respect to the Rental Program, Franchisee shall pay to MP STORES credit card processing fees equal to three percent (3%) of Gross Sales attributable to such Rental Program.

14. Online Product Sales Program. MP STORES may, but is not obligated to, develop an online product sales program for sale of in-stock inventory via a website ("Online Product Sales Program"). MP STORES, in its sole discretion, shall establish the terms for the Online Product Sales Program, based on the needs of Mobility Plus Stores customers, MP STORES, the System and the MP STORES franchisees. If MP STORES develops an Online Product Sales Program, Franchisee must participate in it subject to compliance with the standards and procedures of that program. If MP STORES or its designee will be providing administrative, billing and/or collection services with respect to the Online Product Sales Program, MP STORES or its designee has the right to charge Franchisee a management fee of up to three percent (3%) of Gross Sales from work done pursuant to MP STORES' Rental Program ("Online Product Sales Program Management Fee"). Additionally, if MP STORES will be providing administrative, billing and/or collection services with respect to the Online Product Sales Program, Franchisee shall pay to MP STORES credit card processing fees equal to three percent (3%) of Gross Sales attributable to such Online Product Sales Program.

15. Personnel. Franchisee expressly acknowledges that MP STORES is not Franchisee's employer or an employer of any of Franchisee's employees. In addition, MP STORES is not a joint employer with Franchisee. Franchisee acknowledges that MP STORES' training, guidance, advice and assistance, the Franchisee's obligations under this Agreement and the standards and specifications required by MP STORES hereunder and in the Manual are imposed not for the purpose of exercising control over Franchisee but rather for the limited purpose of protecting the Marks and System, goodwill and brand consistency. Franchisee shall notify and communicate clearly with its employees in all dealings, including without limitation, employment applications

and other employment forms, written and electronic correspondence, paychecks, employee handbooks, employment policies and procedures, and other written materials that Franchisee (and only Franchisee) is their employer and that MP STORES is not their employer. Franchisee is solely responsible for the management of the Mobility Plus Stores Business as an independent franchise owner/operator.

16. Vehicles. Franchisee shall ensure that all vehicles used in the Mobility Plus Stores Business comply with all applicable System Standards, including without limitation required equipment and exterior décor. Franchisee shall obtain MP STORES' prior approval before acquiring any particular vehicle for the Mobility Plus Stores Business. Franchisee must obtain an approved vehicle within 90 days after the Effective Date. Franchisee shall keep all vehicles in excellent or better repair, clean, and free of dents and other damage, and shall ensure that the vehicles presents a first-class image appropriate to MP STORES' System. Franchisee shall use the vehicle solely for the Mobility Plus Stores Business.

17. Insurance. Franchisee shall obtain and maintain insurance policies in the types and amounts as specified by MP STORES from time to time. All insurance policies must name us and MP STORES' affiliates (including Mobility Plus LLC) as an additional insured, and must provide that MP STORES will receive thirty (30) days prior written notice of termination, expiration or cancellation of any such policy. All insurance policies required by this section must provide cross liability coverage. Franchisee waives all rights of subrogation against us for damages to the extent paid by insurance, except such rights as Franchisee may have to insurance proceeds. MP STORES may reasonably increase the minimum liability protection requirement annually and MP STORES has the right to require at any time on reasonable prior notice to Franchisee different or additional kinds of insurance to reflect inflation, changes in standards of liability or higher damage awards in public, product, or motor vehicle liability litigation or other relevant changes in circumstances. Franchisee must submit to us prior to opening Franchisee's Mobility Plus Stores Business and annually thereafter a copy of the certificate of or other evidence of such insurance policy and all renewals or extensions. If Franchisee at any time fails or refuses to maintain in effect any insurance coverage MP STORES requires, or to furnish satisfactory evidence of such coverage, MP STORES at its option and in addition to its other rights and remedies under this Agreement, may obtain such insurance coverage on Franchisee's behalf, and Franchisee agrees to promptly execute any applications or other forms or instruments required to obtain any such insurance, allow any inspections of the Showroom which are required to obtain or maintain the insurance and pay to us, on demand, any costs and premiums incurred by us plus an administrative fee of ten percent (10%). Franchisee's obligations to obtain and maintain the insurance described above is not limited in any way by reason of any insurance maintained by us, nor will Franchisee's performance of such obligations relieve Franchisee of any obligations under Section 38 of this Agreement. With respect to National Accounts, if the insurance amount required for any National Account or for National Account work in general exceeds the amount specified as the maximum amount required by MP STORES for any type of insurance, that higher amount required for the National Account work will apply.

18. Meetings. Franchisee shall use reasonable efforts for the Principal Executive and/or Designated Showroom Manager to attend all in-person meetings and remote meetings (such as telephone or video conference calls) that MP STORES requires, including any national or regional brand conventions. Franchisee must obtain MP STORES' approval of any absences from required

meetings. Franchisee must not fail to attend more than three consecutive required meetings. If MP STORES holds an Annual Conference for franchisees, the Principal Executive and/or Designated Showroom Manager must attend MP STORES' Annual Conference each time it is held during the term of this Agreement, unless MP STORES agrees in writing that Franchisee will not be required to attend in MP STORES' sole discretion. Franchisee is responsible for all travel expenses incurred by its Principal Executive and/or Designated Showroom Manager in attending the conference. This provision shall not obligate MP STORES to hold an Annual Conference of franchisees each year.

19. Identification. Franchisee must identify itself as the independent owner of the Mobility Plus Stores Business in the manner prescribed by MP STORES. If Franchisee is an entity, the entity shall not own or operate any other business except Mobility Plus Stores businesses. Franchisee shall not engage a third-party management company to manage or operate the Mobility Plus Stores Business without the prior written approval of MP STORES, which will not be unreasonably withheld.

20. Suppliers. Franchisee shall acquire all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, or comparable items related to establishing or operating the Mobility Plus Stores Business ("Inputs") required by MP STORES from time to time in accordance with System Standards. MP STORES may require Franchisee to purchase or lease any Inputs from MP STORES, from MP STORES' designee, from particular vendors, and/or under MP STORES' specifications. Currently, Franchisee must purchase all customer products and inventory through MP STORES or its affiliates. MP STORES may change any such requirement or change the status of any vendor. To make such requirement or change effective, MP STORES shall issue the appropriate System Standards. Franchisee acknowledges that Franchisee may only sell or rent scooters, ramps, vertical lifts, scooter lifts and other mobility-related products from vendors approved by MP STORES. MP STORES is not required to approve more than one vendor for each category of mobility-related product. MP STORES may implement a centralized purchasing system and negotiate prices and terms with vendors on behalf of the System. MP STORES may receive rebates or payments from vendors in connection with purchases by franchisees. MP STORES may establish a purchasing cooperative and require Franchisee to join and participate in the purchasing cooperative on such terms and conditions as MP STORES may determine. MP STORES shall not have any liability to Franchisee for any claim or loss related to any product provided or service performed by any vendor, including without limitation defects, delays, or unavailability of products or services. Franchisee shall pay all suppliers on a timely basis.

If Franchisee would like to purchase Inputs from a supplier which is not then approved, Franchisee must submit to MP STORES a written request for approval of the proposed product or supplier and such other information as MP STORES requires. MP STORES has the right to inspect the proposed supplier's facilities, and to require product samples from the proposed supplier to be delivered, at MP STORES' option, either directly to MP STORES or to any independent, certified entity which MP STORES designates for testing of the product. MP STORES reserves the right to periodically re-inspect the facilities and products of any approved supplier and revoke its approval of the supplier or product if the supplier does not continue to meet all of MP STORES' criteria. MP STORES will, within one hundred twenty (120) days from Franchisee's written request for approval, notify Franchisee as to whether or not the proposed product and/or supplier is approved.

21. Marketing.

(a) General. Franchisee shall not use any marketing materials or campaigns (including point-of-sale materials, advertising, social media marketing, and sponsorships) that have not been approved by MP STORES. Franchisee shall implement any marketing plans or campaigns determined by MP STORES. MP STORES may use any marketing materials or campaigns developed by or on behalf of Franchisee, and Franchisee hereby grants an unlimited, royalty-free license to MP STORES for such purpose. MP STORES has the exclusive right to conduct and manage all marketing and commerce on the internet or other electronic medium, including all websites and "social media" marketing.

(b) Digital Marketing. MP STORES or its affiliates may, in MP STORES' or its affiliates' sole discretion, establish and operate social media accounts (such as Facebook, Twitter, Instagram, etc.), applications, keyword and ad word purchasing programs, accounts with websites featuring gift certificates or discounted coupons (such as Groupon, Living Social, etc.), mobile applications or other means of digital advertising on the Internet or any other communications network (collectively "Digital Marketing") that are intended to promote the Marks and Mobility Plus Stores Businesses. MP STORES and its affiliates will have the sole right to control all aspects of Digital Marketing, including those related to Franchisee's Mobility Plus Stores Business. Unless MP STORES consent otherwise in writing, Franchisee may not, directly or indirectly, conduct or be involved in any Digital Marketing that uses the Marks or is related to Franchisee's Mobility Plus Stores Business. If MP STORES does give Franchisee written consent to conduct any Digital Marketing, Franchisee must do so in compliance with this Agreement and any specifications, standards, policies or procedures MP STORES may issue from time to time on Digital Marketing.

(c) Local Advertising Requirement. During each calendar month, MP STORES requires Franchisee to spend an amount equal to the greater of (i) 2% of Gross Sales or (ii) Five Hundred Dollars ($500.00) per month on local marketing, advertising and promotion (the "Local Advertising Requirement"). MP STORES may periodically increase or otherwise modify the amount of Franchisee's Local Advertising Requirement upon ninety (90) days' written notice to Franchisee. MP STORES, its affiliates or a third party MP STORES designated may be a supplier of local advertising, marketing and promotional programs for Franchisee's Mobility Plus Stores Business. If MP STORES or its affiliates become a supplier of local advertising, marketing and promotional programs, MP STORES reserves the right to collect the Local Advertising Requirement in the same manner as other fees due to us in accordance with Section 5.g. above. Upon MP STORES' request, Franchisee must provide MP STORES with itemized documentation and proof of the expenditures required under this paragraph. If Franchisee fails to make the required expenditures, MP STORES has the right to collect the deficiency and spend it as provided below in this paragraph. MP STORES reserves the right to require Franchisee to use one or more designated vendors in connection with Franchisee's local advertising and promotional activities. In addition, MP STORES reserves the right to collect (on a weekly, monthly or quarterly basis, as MP STORES may from time to time designate) the Local Advertising Requirement and in return provide to Franchisee local promotional, marketing and advertising materials and related services to promote Franchisee's Mobility Plus Stores Business in the Designated Marketing Area. Should this Agreement terminate prior to MP STORES providing such local promotional, marketing and advertising materials and related services in the Designated

Marketing Area, MP STORES reserves the right to contribute the Local Advertising Requirement amounts to the Marketing Fund.

(d) Marketing Fund. MP STORES may, but is not obligated to, administer a Marketing Fund for the franchise system (the "Marketing Fund") for such marketing, advertising and promotional programs as MP STORES, from time to time deem appropriate in MP STORES' sole discretion. In Section 5.e., Franchisee agreed to contribute to the Marketing Fund. If MP STORES establishes a Marketing Fund, it will be entitled to direct all advertising, marketing and promotional programs financed by the Marketing Fund, with sole discretion over the creative concepts, materials, and endorsements used in them, and the geographic, market, and media placement and allocation of the programs. Franchisee agrees that the Marketing Fund may be used to pay the costs of preparing and producing video, audio, written and electronic advertising materials; administering national, regional or local advertising and promotional programs including, without limitation, direct mail, social media and other media advertising; establishing and maintaining a website for the franchise system; supporting public relations, market research and marketing activities; providing advertising, marketing and promotional materials or content to the Mobility Plus franchises; employing advertising or public relations agencies to assist in any of the activities of the Marketing Fund; and other brand development activities. The Brand Fund will furnish Franchisee with approved advertising, marketing and promotional materials on the same terms and conditions as such materials are furnished to other Mobility Plus franchises.

(i) Marketing Fund Account. The Marketing Fund will be a separate and distinct account, and will be accounted for separately from the other funds of MP STORES and will not be used to defray any of MP STORES' general operating expenses, except for any reasonable salaries, administrative costs and overhead MP STORES may incur in activities reasonably related to the administration of the Marketing Fund and its advertising, marketing and promotional programs (including, without limitation, conducting market research, preparing advertising, marketing and promotional materials, and collecting and accounting for contributions to the Marketing Fund). MP STORES may spend in any fiscal year an amount greater or less than the total contribution of the Mobility Plus franchises to the Marketing Fund in that year. MP STORES may cause the Marketing Fund to borrow from us or other lenders to cover deficits of the Marketing Fund or cause the Marketing Fund to invest any surplus for future use by the Marketing Fund. All interest earned on monies contributed to the Marketing Fund will be used to pay advertising, marketing, and promotional costs of the Marketing Fund before other assets of the Marketing Fund are expended. MP STORES will prepare an annual statement of monies collected and costs incurred by the Marketing Fund and will make it available to the Mobility Plus franchisees upon request.

(ii) No Liability or Obligation by MP STORES. Franchisee understands and acknowledges that the Marketing Fund is intended to maximize recognition of the Marks and patronage of the Mobility Plus Businesses. Although MP STORES will endeavor to use the Marketing Fund to develop advertising, marketing and promotional material, to place advertising and engage in other brand development activities in a manner that will benefit all the Mobility Plus franchisees, MP STORES

undertakes no obligation to ensure that expenditures by the Marketing Fund in or affecting any geographic area are proportionate or equivalent to contributions to the Marketing Fund by the Mobility Plus franchisees operating in that geographic area or that any the Mobility Plus franchisee will benefit directly or in proportion to their contribution to the Marketing Fund from the development of advertising, marketing and promotional materials or the placement of advertising. Except as expressly provided in this Section 21.d., MP STORES assumes no direct or indirect liability or obligation to Franchisee with respect to the maintenance, direction, or administration of the Marketing Fund. MP STORES shall prepare an unaudited annual financial statement of the Marketing Fund within 120 days of the close of MP STORES' fiscal year and shall provide the financial statement to Franchisee upon request.

(iii) Right to Discontinue Marketing Fund. MP STORES has the right to discontinue or to reestablish the Marketing Fund. In the event MP STORES discontinues the Marketing Fund, MP STORES will distribute all unspent amounts existing in the Marketing Fund on the date of discontinuance to franchisees in proportion to their respective contributions for the most recent twelve (12) months.

(iv) No Obligation to Contribute by MP STORES. MP STORES is not obligated to (i) have all other Mobility Plus Stores Businesses (whether owned by other franchisees or by MP STORES or its affiliates) contribute to the Marketing Fund, or (ii) have other Mobility Plus Stores Businesses that do contribute to the Marketing Fund contribute the same amount or at the same rate as Franchisee.

22. Systems. Franchisee shall use such customer data management, sales data management, administrative, bookkeeping, accounting, and inventory control procedures and systems as MP STORES may specify in the Manual or otherwise in writing. Franchisee shall give MP STORES unlimited access to Franchisee's point of sale system and other software systems related to the operation of the Mobility Plus Stores Business, by any means designated by MP STORES. If MP STORES 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 authorizes MP STORES to access such communications. MP STORES reserves the right to access information and data pertaining to the Mobility Plus Stores Business produced by and/or stored on Franchisee's computer system. Franchisee shall be solely responsible for protecting Franchisee's Point-of-Sale System and computer systems from viruses, computer hackers and other computer-related and technology-related problems, and Franchisee releases MP STORES from all claims it may have as result of viruses, hackers or other computer-related or technology-related problems. As technology advances, Franchisee must comply with MP STORES' requirements, as described in the Manual or via Policy Statement, in order for MP STORES to be able to communicate with Franchisee.

23. Reports. Franchisee shall provide such periodic financial reports as MP STORES may require in the Manual or otherwise in writing. Franchisee shall submit to MP STORES such other financial statements, reports, records, copies of contracts, documents related to litigation, tax returns, copies of governmental permits, and other documents and information related to the Mobility Plus Stores Business as specified in the Manual or that MP STORES may reasonably request.

24. Business Records. Franchisee shall keep complete accurate books and records reflecting all expenditures and receipts of the Mobility Plus Stores 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 MP STORES may specify in the Manual or otherwise in writing. MP STORES may examine and audit all books and records related to the Mobility Plus Stores Business, and supporting documentation, at any reasonable time. If an understatement of Gross Sales for any week is determined by any such examination or audit to be greater than two percent (2%), Franchisee agrees to reimburse us for the cost of such audit or examination, including, without limitation, the charges of any independent accountants and the travel expenses, room and board and compensation of MP STORES' employees. MP STORES reserves the right to require Franchisee to engage the services of a third party accounting services firm approved by MP STORES in the event that Franchisee fails to keep books and records in accordance with MP STORES' standards. The foregoing remedies are in addition to all other remedies and rights MP STORES may have under this Agreement or any applicable law.

25. Manual; Modification. The Manual, and any part of the Manual, may be in any form or media determined by MP STORES. MP STORES may supplement, revise, or modify the Manual, and MP STORES may change, add, or delete System Standards at any time in its discretion. MP STORES may inform Franchisee thereof by any method that MP STORES deems appropriate (which need not qualify as "notice" under Section 33). In the event of any dispute as to the contents of the Manual, MP STORES' master copy will control.

26. Innovations. Franchisee shall disclose to MP STORES all ideas, plans, improvements, concepts, methods, and techniques relating to the Mobility Plus Stores Business (collectively, "Innovations") conceived or developed by Franchisee, its employees, agents or contractors. MP STORES will automatically own all Innovations and will have the right to use and incorporate any Innovations into the System, without any compensation to Franchisee.

27. Delegation. MP STORES may delegate any duty or obligation of MP STORES under this Agreement to a third party.

28. System Variations. MP STORES may vary or waive any System Standard for any one or more Mobility Plus franchises due to the peculiarities of the particular site or circumstances, density of population, business potential, population of trade area, existing business practices 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.

29. Authorized Marks.

(a) Ownership and Goodwill of Marks. Franchisee acknowledges that MP STORES' affiliate owns the Marks which have been licensed to MP STORES and that Franchisee's right to use the Marks is derived solely from this Agreement and is limited to Franchisee's operation of Franchisee's Mobility Plus Stores Business pursuant to and in compliance with this Agreement, the System, and all applicable specifications, standards and operating procedures MP STORES prescribes from time to time during the term of the franchise. Any unauthorized use of the Marks by Franchisee will constitute an infringement of MP STORES' and MP STORES' affiliate's rights in and to the Marks.

Franchisee acknowledges and agrees that all usage of the Marks by Franchisee and any goodwill established by Franchisee's use of the Marks will inure to the exclusive benefit of us and MP STORES' affiliate, and that this Agreement does not confer any goodwill or other interests in the Marks on Franchisee (other than the right to operate a Mobility Plus Stores Business in compliance with this Agreement). Franchisee must not, at any time during the term of this Agreement or after its termination or expiration do any of the following: (1) make any oral or written representation or admission that any of the Marks is in any way invalid or infringes the rights of any person or is open to any other form of attack, (2) contest the validity or ownership of any of the Marks or assist any other person in contesting the validity or ownership of the Marks, or (3) take any action that derogates, tarnishes or dilutes MP STORES' claimed rights in and to the Marks. All provisions of this Agreement applicable to the Marks will apply to any additional trademarks, service marks, commercial symbols, designs, artwork, and logos MP STORES may authorize Franchisee to use during the term of this Agreement.

(b) Limitations on Franchisee's Use of Marks. Franchisee agrees to use the Marks as the sole identification of Franchisee's Mobility Plus Stores Business, except that Franchisee must display in the manner MP STORES prescribes notices to employees, customers, vendors and other third parties identifying Franchisee as the independent owner of the Mobility Plus Stores Business pursuant to a Franchise Agreement with us. Franchisee may not use or register any Mark as part of any entity name or trade name or with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos and additional trademarks and service marks licensed to Franchisee under this Agreement), or in any modified form. Franchisee may not apply to register or register any Mark in any forum. Franchisee may not use any Mark in connection with the sale of any unauthorized product or service or in any other manner MP STORES has not expressly authorized in writing. Franchisee agrees to display the Marks prominently and in the manner MP STORES prescribes in operating Franchisee's Mobility Plus Stores Business, including signs and forms, and in connection with marketing, advertising, and promotional materials. Franchisee also agrees to use only notices of trademark or service mark registrations and copyrights as MP STORES specifies and to obtain any fictitious or assumed name or "doing business as" registrations that are required under applicable law.

(c) Website; Use of Marks on the Internet. MP STORES and its affiliates have developed a web site (the "Mobility Plus Website") at https://www.mobilityplus.com/. The Mobility Plus Website as it may be developed and changed from time to time is the sole property of MP STORES' affiliate. MP STORES may, but is not obligated to, develop, and maintain for Franchisee a page or linked page on the Mobility Plus Website ("Micro-Site"). Access to Franchisee's Micro-Site is subject to MP STORES' prior written approval, which MP STORES may withhold for any reason. Franchisee may request content on Franchisee's Micro-Site, which shall be subject to MP STORES' prior written approval, which MP STORES may withhold for any reason.

Franchisee shall not obtain or register any domain names/URL addresses for the Internet incorporating the Marks or create, develop, maintain and/or use Franchisee's own web site on the Internet using any of the marks without MP STORES' prior written consent. If MP STORES does grant consent to the establishment of Franchisee's own local website, the website may not be published to the public or content revised without MP STORES' express written approval. Franchisee shall not use any of the Marks on the Internet in any directory listing or advertising without MP STORES' prior written consent. Franchisee shall not make any reference to or any association with

the Marks on any social media site, social network, blog, or other on-line venue or in any other manner on the Internet without MP STORES' prior written consent. If any of the foregoing uses is specifically permitted by MP STORES, Franchisee's use must conform completely to all of MP STORES' applicable standards, policies and procedures as set forth in the Manual or otherwise in writing.

(d) Notification of Infringements and Claims. Franchisee agrees to notify us in writing within one (1) week of any apparent or suspected unauthorized use of the Marks, any challenge to the validity of the Marks, any challenge to MP STORES' affiliate's ownership of, MP STORES' right to use or license others to use, or Franchisee's right to use, the Marks or similar trade names, domain names, trademarks, service marks or trade dress, or any claim by any person of any rights in any Mark or any similar trade name, domain name, trademark, service mark or trade dress of which Franchisee may become aware. Franchisee agrees not to communicate with any person except us or MP STORES' or MP STORES' affiliate's attorneys and Franchisee's attorneys in connection with any such infringement, challenge, or claim. MP STORES and its affiliate have sole discretion to take such action as MP STORES deems appropriate and the sole right to exclusively control any litigation, U.S. Patent and Trademark Office proceeding, ICANN Uniform Domain Name Dispute Resolution Policy proceeding or other administrative proceeding, arising out of any infringement, challenge or claim or otherwise relating to any Mark. MP STORES and its affiliate have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks. Franchisee agrees to sign any and all instruments and documents, provide such assistance and take any action that MP STORES' or MP STORES' affiliate's attorneys say are necessary or advisable to protect and maintain MP STORES' interests in any such litigation, U.S. Patent and Trademark Office proceeding, ICANN Uniform Domain Name Dispute Resolution Policy proceeding or other administrative proceeding related to the Marks or to otherwise protect and maintain MP STORES' interests in the Marks. MP STORES MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE USE, EXCLUSIVE OWNERSHIP, VALIDITY OR ENFORCEABILITY OF THE MARKS.

(e) Discontinuance or Substitution of Marks. If it becomes advisable at any time, in MP STORES' or MP STORES' affiliate's sole discretion, for Franchisee's Mobility Plus Stores Business to modify or discontinue use of any Mark or for Franchisee's Mobility Plus Stores Business to use one or more additional or substitute trademarks, service marks, trade names or domain names, Franchisee agrees to comply with MP STORES' directions to modify or otherwise discontinue the use of the Mark, or use one or more additional or substitute trademarks, service marks, trade dress or domain names, within a reasonable time after MP STORES' notice to Franchisee at Franchisee's expense. If MP STORES requires Franchisee to modify or discontinue use of any Mark, MP STORES and its affiliates have no obligations or liability to Franchisee for Franchisee's actual expenditures or other costs Franchisee incurs in order to comply with this obligation.

(f) Right of Inspection. In order to determine whether Franchisee is operating the Mobility Plus Stores Business in compliance with this Agreement and the policies, procedures, standards and specifications in the Manual for the protection of the Marks and to ensure that Franchisee is properly employing the Marks in the operation of Franchisee's Mobility Plus Stores Business, MP STORES or its agents shall have the right to enter and inspect Franchisee's Mobility Plus Stores Business, including but not limited to the Showroom, the operations, and the services being performed at the Showroom and Third Party Sites, at all reasonable times and without prior notice to Franchisee. MP STORES has the right to observe the manner in which Franchisee is rendering services and

conducting Franchisee's operations, to interview Franchisee's employees and customers, to take photographs, and to select equipment and supplies for test of content and evaluation purposes to make certain that the equipment and supplies are satisfactory and meet the quality control provisions and performance standards established by us. MP STORES shall also have the right to conduct customer satisfaction surveys. Franchisee agrees to fully cooperate with MP STORES' representatives conducting any such inspection.

30. Types of Confidential Information. MP STORES and its affiliates possess certain unique confidential and proprietary information and trade secrets consisting of the following categories of information, methods, techniques, products, and knowledge developed by MP STORES' affiliates, us and MP STORES' franchisees: (1) methods, techniques, formats, specifications, procedures, information, systems and knowledge of and experience in the development, operation, and franchising of the Mobility Plus Stores Businesses; (2) sources of supply, purchasing, and methods of providing the services and products sold by Mobility Plus Stores Businesses; (3) knowledge of sales and profit performance of any one or more the Mobility Plus Stores Businesses; (4) knowledge of test programs, concepts or results relating to new services and products; (5) advertising, marketing and promotional programs; (6) equipping of the Showroom; (7) the selection and training of the Mobility Plus Stores Business managers and other employees; (8) the contents of the Manual or other written materials provided to Franchisee; (9) any customized software or proprietary software developed by or for us for the System; and (10) all customer information, lists, data and records. All such information will be referred to in this Agreement as "Confidential Information." MP STORES will disclose much of the Confidential Information to Franchisee, and will do so in furnishing to Franchisee the training programs, the Manual, or other materials in written or electronic form and in providing guidance and assistance to Franchisee under this Agreement. In addition, in the course of the operation of the Mobility Plus Stores Business and for six (6) months after the termination or expiration (without entering into a successor franchise agreement) of this Agreement, Franchisee or Franchisee's employees may develop ideas, inventions, formulas, concepts, methods, techniques or improvements relating to the System or the Mobility Plus Stores Business, Franchisee agrees to immediately disclose to us any such ideas, inventions, formulas, concepts, methods, techniques or improvements, which MP STORES may then authorize Franchisee and other the Mobility Plus Stores Businesses to use. Franchisee will also assure that any corresponding intellectual property rights (including without limitation any rights in utility or design patents, know-how, trade secrets, trademarks, services marks and copyrights) in such ideas, inventions, formulas, concepts, methods, techniques or improvements will be MP STORES' property and the title and rights to which shall be legally assigned to us immediately in writing by Franchisee, the Owners, Franchisee's managers and/or employees. All such information developed by Franchisee or Franchisee's employees will be included in the term "Confidential Information," as defined above.

31. Confidentiality Agreement. Franchisee agrees that Franchisee's relationship with us does not vest in Franchisee any interest in the Confidential Information other than the right to use it in the development and operation of the Mobility Plus Stores Business in compliance with this Agreement, and that the use or duplication of the Confidential Information in any other business would constitute misappropriation, an unfair method of competition, a breach of this Agreement and copyright infringement. Franchisee acknowledges and agrees that the Confidential Information belongs to MP STORES, is proprietary information, that also is subject to copyright

prosecution, contains trade secrets belonging to us and is disclosed to Franchisee or authorized for Franchisee's use solely on the condition that Franchisee agrees, and Franchisee therefore does agree, that Franchisee and Franchisee's Owners: (1) will not use the Confidential Information in any other business or capacity; (2) will maintain the absolute confidentiality of the Confidential Information during and after the term of this Agreement; (3) will not make unauthorized copies of any portion of the Confidential Information disclosed; and (4) will adopt and implement all reasonable procedures MP STORES may prescribe from time to time to prevent unauthorized use or disclosure of the Confidential Information, including without limitation, restrictions on disclosure to Franchisee's employees and the use of confidentiality agreements, trade secret disclosure forms, exit acknowledgements and other documents in a form that MP STORES prescribes with Owners, managers and employees who attend or receive MP STORES' training and/or have access to the Confidential Information and the use of non-competition agreements with Owners who attend or receive training and/or have access to the Confidential Information. Upon MP STORES' request, Franchisee must provide us with copies of signed confidentiality agreements of any Owners, managers and employees and/or signed non-competition agreements of any Owners. The restrictions on Franchisee's disclosure and use of the Confidential Information will not apply to the following: (a) information, processes, or techniques which are generally known and used in the public domain (as long as the availability of this information is not because of a disclosure, whether deliberate or inadvertent, by Franchisee or Franchisee's Owners) and (b) disclosure of the Confidential Information in legal proceedings when Franchisee is legally required to disclose it and Franchisee has first given us the opportunity to obtain an appropriate legal protective order or other assurance satisfactory to us that the information required to be disclosed will be treated confidentially.

32. Covenants Not to Compete.

(a) Restriction – In Term. Franchisee agrees that MP STORES would be unable to protect the Confidential Information against unauthorized use or disclosure, that such unauthorized disclosure would cause us irreparable harm, and MP STORES would be unable to encourage a free exchange of ideas and information among the Mobility Plus Stores Businesses if owners of the Mobility Plus Stores Businesses were permitted to hold interests in any competitive businesses, as described below. Franchisee also acknowledges that MP STORES has granted this Franchise Agreement to Franchisee in part in consideration of, and in reliance on, Franchisee's and Franchisee's Owners' agreement to deal exclusively with us. Therefore, during the term of this Agreement, neither Franchisee nor any Owner, may, either directly or indirectly, for themselves or through, on behalf of, or in conjunction with, any person or legal entity, own, maintain, operate, engage in, consult with, or have any interest (as a disclosed or beneficial owner) in any business which offers products or services which are the same as, or similar to, those offered by a Mobility Plus Stores Business (except another the Mobility Plus Stores Business operated pursuant to a franchise agreement with us), or any entity which is granting franchises or licenses or entering into joint venture relationships for any business which offers products or services which are the same as, or similar to, those offered by a Mobility Plus Stores Business (without limitation, this restriction includes any business which sells, rents, installs or services new or used mobility-related products and services in the Territory or Designated Marketing Area or in the territory or designated marketing area of any other franchisee operating at the time of expiration, termination or Transfer (if applicable)). The ownership of 5% or less of a publicly traded company will not be deemed to be prohibited by

this Section. Further, during the term of this Agreement, Franchisee shall not divert any customers or prospective customers. from Franchisee's Mobility Plus Stores Business to any other business.

(b) Restriction – Post Term. Upon assignment, termination or expiration (without entering into a successor franchise agreement) of this Agreement, Franchisee (and Franchisee's Owners) agree that for a period of two (2) years, commencing on the effective date of termination or expiration, or the date on which Franchisee ceases to conduct the business conducted pursuant to this Agreement, whichever is later (the "Commencement Date"), Franchisee (and Franchisee's Owners) will not:

(i) have any direct or indirect interest as an owner, partner, director, officer, employee, consultant, representative or agent, or in any other capacity, in (a) any business selling services or products substantially similar to the Mobility Plus Stores Business being offered as of the date of termination or expiration (except other Mobility Plus Stores Businesses operated pursuant to franchise agreements with us), which is located (i) within fifty (50) miles of the Showroom operated by Franchisee under this Agreement or (i) within fifty (50) miles of the Showroom of any other then existing Mobility Plus Stores Business, or (b) any entity which is granting franchises or licenses or entering into joint venture relationships for any business which offers products or services similar to those offered by a Mobility Plus Stores Business, other than the ownership of securities traded on a stock exchange or on the over the counter market that represent five percent (5%) or less of that class of securities. Without limitation, this restriction includes any business which sells, rents, installs or services new or used mobility-related products and services in the Territory or Designated Marketing Area or in the territory or designated marketing area of any other franchisee operating at the time of expiration, termination or Transfer (if applicable).

(ii) directly or indirectly divert or attempt to divert any former customer of Franchisee's Mobility Plus Stores Business to any competitive business;

(iii) employ or seek to employ any person employed by MP STORES or by any other Mobility Plus Stores Business, or otherwise directly or indirectly induce or seek to induce such person to leave his or her employment; and

(iv) directly or indirectly, solicit or sell services or products to any former customer of Franchisee's Mobility Plus Stores Business.

(c) Court Modification of Agreement. Franchisee agrees that this form of Agreement is prepared for use in many jurisdictions with differing public policies and that such public policies change. Accordingly, Franchisee agrees that the prevailing non-competition restrictions set forth above may be modified by a Court to the extent necessary to make the non-competition agreements valid and enforceable against Franchisee.

(d) Enforcement of Covenants Not to Compete. Franchisee acknowledges that violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to MP STORES for which no adequate remedy at law will be available. Accordingly, Franchisee hereby acknowledges that MP STORES may seek to obtain the entry of an injunction prohibiting any conduct by Franchisee or Franchisee's Owners in violation of the terms of the

covenants not to compete set forth in this Agreement. Franchisee expressly agrees that it may conclusively be presumed that any violation of the terms of said covenants not to compete was accomplished by and through Franchisee's unlawful utilization of the Confidential Information of MP STORES. Further, Franchisee expressly agrees that the existence of any claims Franchisee may have against MP STORES, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by MP STORES of the covenants not to compete set forth in this Agreement. Franchisee further agrees to pay all costs and expenses (including reasonable attorneys' and experts' fees) incurred by MP STORES in connection with the enforcement of those covenants not to compete set forth in this Agreement.

33. Termination by MP STORES.

(a) Subject to 15-Day Cure Period. If Franchisee breaches this Agreement in any manner not described in subsection (c), and fails to cure such breach to MP STORES' satisfaction within 15 days after MP STORES gives notice to Franchisee of such breach, then MP STORES may terminate this Agreement.

(b) Without Cure Period. MP STORES may terminate this Agreement by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

(i) a receiver or trustee for the Mobility 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 Mobility Plus Stores Business, or an attachment or lien remains on the Mobility Plus Stores 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;

(ii) Franchisee violates the deadlines stated in Section 3.a., or Franchisee or any Owner violates Section 31 (confidentiality), Section 32 (non-compete) or Section 38 (transfer), or commits any other violation of this Agreement which by its nature cannot be cured;

(iii) Franchisee abandons or ceases operation of the Mobility Plus Stores Business for more than 10 consecutive days;

(iv) Franchisee has received two or more notices of default and Franchisee commits another breach of this Agreement, all in the same 12-month period;

(v) Franchisee or any Owner is charged with, pleads guilty or no-contest to, or is convicted of a felony; or

(vi) 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 MP STORES' opinion is reasonably likely to materially and unfavorably affect MP STORES' brand.

34. Monetary Fees for Non-Compliance.

(a) Monetary Fees for Non-Compliance. In addition to any and all other remedies available to MP STORES under this Agreement or under the law upon Franchisee's default, MP STORES may impose on Franchisee monetary non-compliance fees of up to Five Hundred Dollars ($500) per day or per occurrence (whichever is applicable) for defaults under this Agreement.

35. Upon Termination or Expiration of the Franchise.

(a) Payment of Amounts Owed to Company. Franchisee agrees to pay MP STORES within ten (10) days after the effective date of termination or expiration (without entering into a successor franchise agreement) of this Agreement such royalty fees, Marketing Fund contributions, late fees and interest due MP STORES on any of the foregoing and all other amounts owed to us and MP STORES' affiliates which are then unpaid. Franchisee must furnish a complete accounting of all such amounts owed to us and MP STORES' affiliates with the payment.

(b) The Marks. Franchisee agrees that after the termination or expiration (without entering into a successor franchise agreement) of this Agreement Franchisee will:

(i) not directly or indirectly at any time or in any manner identify themselves or any business as a current or former Mobility Plus Stores Business, or as a franchisee or licensee of or as otherwise associated with MP STORES, or use the Marks, any colorable imitation thereof or other indicia of a Mobility Plus Stores Business in any manner or for any purpose, or utilize for any purpose any trade name, trademark, service mark, trade dress, domain name, or other commercial symbol that suggests or indicates a connection or association with MP STORES;

(ii) promptly return to MP STORES or destroy (whichever MP STORES specifies) all signs, promotional advertising materials, forms, and other materials containing the Marks or otherwise identifying or relating to a Mobility Plus Stores Business;

(iii) promptly take such action as may be required to cancel all fictitious or assumed name, "doing business as" or equivalent registrations relating to Franchisee's use of the Marks;

(iv) promptly notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone number and any telephone directory listings associated with the Marks and to authorize transfer of same to or at the direction of MP STORES. Franchisee acknowledges that as between MP STORES and Franchisee, MP STORES has the sole right to and interest in all telephone numbers and directory listings associated with the Marks, and Franchisee authorizes MP STORES, and by execution of the Conditional Assignment of Telephone Number and Digital Marketing Accounts (attached hereto as Attachment 3) have appointed MP STORES and any officer of MP STORES as Franchisee's attorney in fact, to direct the telephone company and all listing agencies to transfer same to MP STORES or at its direction, should Franchisee fail or refuse to do so, and the telephone company and all listing agencies may accept such direction or this Agreement as conclusive of the exclusive rights of MP STORES in such telephone numbers and directory listings and its authority to direct their transfer;

(v) promptly cancel, or at MP STORES' option transfer to us, all social media or digital marketing accounts, and provide passwords for same;

(vi) furnish to us within thirty (30) days after the effective date of termination or expiration evidence satisfactory to us of Franchisee's compliance with the foregoing obligations.

(c) Confidential Information. Franchisee agrees that upon termination or expiration (without entering into a successor franchise agreement) of this Agreement, Franchisee will immediately cease to use in any business or otherwise the Confidential Information disclosed to Franchisee pursuant to this Agreement and will return to us, at Franchisee's expense, all copies of the Manual, any proprietary software and other materials containing MP STORES' proprietary information which have been loaned to Franchisee by MP STORES. Further, Franchisee shall deliver to us and not retain any copies of all customer lists and all other customer data, and other information and records regarding the customers. Franchisee expressly and specifically acknowledges and agrees that the customer data and records acquired during the term of the franchise are valuable property rights which Franchisee may use during the term of this Agreement, but which belong to us in the event of expiration or termination of the Franchise Agreement for any reason.

(d) Cease Operations. Upon termination or expiration of this Agreement, Franchisee shall immediately cease to operate Franchisee's Mobility Plus Stores Business at the Showroom or otherwise under this Agreement, either as a franchised or as a non-franchised facility, and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of MP STORES.

(e) De-Identification of Showroom. Upon termination or expiration of this Agreement, Franchisee agrees, in the event Franchisee continues to operate or subsequently begin to operate any other business (subject to any restrictions against doing so provided in this Agreement), not to use any reproduction, counterfeit, copy or colorable imitation of the Marks or trade dress either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake or deception, or which is likely to dilute MP STORES' exclusive rights in and to the Marks and further agree not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with us so as to constitute unfair competition. If MP STORES does not opt to take assignment of the lease for the Showroom upon the expiration or termination of this Agreement, Franchisee shall immediately make such modifications or alterations to the Showroom as may be necessary to prevent any association between us or the System and any business thereon subsequently operated by Franchisee or others, and shall make such specific additional changes thereto as MP STORES may reasonably request for that purpose. In the event Franchisee fails or refuses to comply with the requirements of this Section, MP STORES shall have the right to enter upon the premises, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required at Franchisee's expense, which expense Franchisee agrees to pay upon demand.

(f) Covenants. Upon the termination or expiration of this Agreement, Franchisee shall comply with the covenants contained in Section 35.b. herein.

(g) Continuing Obligations. All obligations of MP STORES and Franchisee which expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire.

36. Purchase Option upon Termination or Expiration. When this Agreement expires or is terminated, MP STORES will have the right (but not the obligation) to purchase any or all of the assets related to the Mobility Plus Stores Business, and/or to require Franchisee to assign its lease or sublease to MP STORES. To exercise this option, MP STORES must notify Franchisee no later than 30 days after this Agreement expires or is terminated. The purchase price for all assets that MP STORES elects to purchase will be the lower of (i) the book value of such assets as declared on Franchisee's last filed tax returns or (ii) 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. MP STORES' 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 Mobility Plus Stores Business. MP STORES 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 MP STORES. If MP STORES exercises the purchase option, MP STORES 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 paid or to be paid by MP STORES to cure defaults under Franchisee's lease and/or amounts owed by Franchisee to third parties. If any of the assets are subject to a lien, MP STORES may pay a portion of the purchase price directly to the lienholder to pay off such lien. MP STORES may withhold 25% of the purchase price for 90 days to ensure that all of Franchisee's taxes and other liabilities are paid. MP STORES may assign this purchase option to another party.

37. Transfer by MP STORES. MP STORES may transfer or assign this Agreement, or any of its rights or obligations under this Agreement, to any person or entity, and MP STORES may undergo a change in ownership and/or control, without the consent of Franchisee.

38. Transfer by Franchisee With MP STORES Approval.

(a) Subject to Section 38.c., Franchisee shall not conduct or undergo a Transfer without providing MP STORES at least 60 days' prior notice of the proposed Transfer, and without obtaining MP STORES' consent. "Transfer" means for Franchisee (or any Owner) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (A) substantially all of the assets of the Mobility Plus Stores Business, (B) this Agreement, (C) any direct or indirect ownership interest in the Mobility Plus Stores Business, or (D) control of the Mobility Plus Stores Business. In granting any such consent, MP STORES may impose conditions, including, without limitation, the following:

(i) MP STORES receives a transfer fee equal to seventy-five percent (75%) of the then-current Initial Franchise Fee. The transfer fees required cover MP STORES' administrative expenses in connection with the transfer. Franchisee shall pay a non-refundable deposit on the transfer fee in the amount of Five Thousand Dollars ($5,000.00) at the time Franchisee request MP STORES' written consent of the proposed transfer;

(ii) MP STORES receives a transferee training fee equal to Fifteen Thousand Dollars ($15,000);

(iii) the proposed new franchisee has been approved by MP STORES as a franchisee;

(iv) the proposed franchisee executes MP STORES' then-current form of franchise agreement, which form may contain materially different provisions (provided, however, that the proposed assignee will not be required to pay an initial franchise fee);

(v) Franchisee has paid all monetary obligations to MP STORES in full, and Franchisee is not otherwise in default or breach of this Agreement; and

(vi) Franchisee, its Owners, and the transferee and its owners execute a general release of MP STORES in a form satisfactory to MP STORES.

(b) Transfer to a New Entity. If a proposed transfer is among existing shareholders, partners or members of Franchisee the transfer fees shall be Three Thousand Dollars ($3,000.00). In the event of such transfer, MP STORES reserves the right to waive conditions or requirements contained in Section 38.a. in its sole discretion and to require the owners of the transferee entity to execute the Guaranty and Assumption of Obligations that is attached to this Agreement as Attachment 4.

(c) Death or Disability of Franchisee. Upon the death or permanent disability of any of Franchisee's Owners, the executor or other personal representative of such person must transfer such person's interest within a reasonable time, not to exceed six (6) months from the date of death or permanent disability, to a person approved by us. Such transfers, including, without limitation, transfers by devise or inheritance, will be subject to all the terms and conditions for assignments and transfers contained in Section 38.a.. Failure to transfer such interest within the required period of time will constitute grounds for termination under Section 33. Prior to such transfer, the executor or other personal representative of such person, or the remaining Owners, must appoint a competent Designated Showroom Manager within a reasonable time, not to exceed thirty (30) days from the date of death or permanent disability. The appointment of this manager is subject to the prior written approval of MP STORES, and this manager must, if requested by us, attend and satisfactorily complete MP STORES' training program.

(d) MP STORES Right of First Refusal. Before Franchisee (or any Owner) engages in a Transfer, MP STORES will have a right of first refusal, as set forth in this Section. Franchisee (or its Owners) shall provide to MP STORES a copy of the terms and conditions of any Transfer. For a period of 30 days from the date of MP STORES' receipt of such copy, MP STORES 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 if some or all of the purchase price is not payable in cash, MP STORES may pay the equivalent value in cash for the purchase price). If MP STORES does not exercise its right of first refusal, Franchisee may proceed with the Transfer, subject to the other terms and conditions of this Section 38.

39. Indemnity. Franchisee shall indemnify and defend (with counsel reasonably acceptable to MP STORES) MP STORES, its parent entities, subsidiaries and affiliates, and their respective owners, directors, officers, employees, agents, successors and assignees (collectively,

"Indemnitees") against all losses and expenses (including reasonable attorney fees) in any means any action, suit, proceeding, claim, demand, governmental investigation, governmental inquiry, judgment or appeal thereof, whether formal or informal ("Action") by or against MP STORES and/or any Indemnitee directly or indirectly related to, or alleged to arise out of, the operation of the Mobility Plus Stores Business. Notwithstanding the foregoing, Franchisee shall not be obligated to indemnify an Indemnitee from claims arising as a result of any Indemnitee's misconduct or negligence. This indemnity will continue in effect after this Agreement ends. MP STORES may elect to assume the defense and/or settlement of any Action subject to this indemnification, at Franchisee's expense. Such an undertaking shall not diminish Franchisee's obligation to indemnify the Indemnitees.

40. Enforcement.

(a) Invalid Provisions; Substitution of Valid Provisions; Severability. To the extent that any provision of this Agreement is deemed unenforceable, Franchisee agrees that the invalid provision will be deemed modified or limited to the extent or manner necessary to make that particular provision valid and enforceable to the greatest extent possible in light of the intent of the parties expressed in that provision under the laws applied in the forum in which MP STORES is seeking to enforce it. If any lawful requirement or court order of any jurisdiction: (1) requires a greater advance notice of the termination of this Agreement or non-approval of granting a successor franchise than is required under this Agreement, or the taking of some other action which is not required by this Agreement; or (2) makes any provision of this Agreement or any specification, standard or operating policy or procedure MP STORES prescribed invalid or unenforceable, the advance notice and/or other action required or revision of the specification, standard or operating policy or procedure will be substituted for the comparable provisions of this Agreement in order to make the modified provision enforceable to the greatest extent possible. Franchisee agrees to be bound by the modification to the greatest extent lawfully permitted. No modification will impact the operation of, or have any other effect upon, any other terms, provisions, and/or covenants of this Agreement. The provisions of this Agreement are deemed to be severable. The parties agree that each provision of this Agreement will be construed as independent of any other provision of this Agreement.

(b) Waiver of Obligations/Approvals and Consents. Either Franchisee or MP STORES may, by written instrument, unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice thereof to the other or such other effective date stated in the notice of waiver. Whenever this Agreement requires MP STORES' prior approval or consent, Franchisee must make a timely written request for it. MP STORES' approval or consent will not be valid unless it is in writing. MP STORES makes no warranties or guaranties upon which Franchisee may rely, and MP STORES assumes no liability or obligation to Franchisee, by virtue of granting any waiver, approval or consent, or by reason of any neglect, delay or denial of any request for a waiver, approval or consent. Any waiver granted by us will be without prejudice to any other rights MP STORES may have, will be subject to MP STORES' continuing review, and may be revoked, in MP STORES' sole discretion, at any time and for any reason, effective upon delivery to Franchisee of ten (10) days prior written notice. Neither Franchisee nor MP STORES will be deemed to have waived or impaired any right, power or option reserved by this Agreement (including, without limitation, the right to demand exact compliance with every term, condition and covenant herein, or to declare any breach thereof to be a default

and to terminate the Franchise prior to the expiration of its terms), by virtue of: (i) any custom or practice of the parties at variance with the terms hereof; (ii) any failure, refusal or neglect of either of us to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder, including, without limitation, any mandatory specification, standard or operating procedure; (iii) any waiver, forbearance, delay, failure or omission by us to exercise any right, power or option, whether of the same, similar or different nature, with respect to other Mobility Plus Stores Businesses; or (iv) the acceptance by us of any payments due from Franchisee after any breach of this Agreement. Neither Franchisee nor MP STORES will be liable for loss or damage or deemed to be in breach of this Agreement if the failure to perform MP STORES' respective obligations results from: (i) transportation shortages or inadequate supply of labor, material or energy beyond the control of the parties, or the voluntary foregoing of the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations or instructions of any federal, state or municipal government or any department or agency thereof; (ii) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state, or municipal government or any department or agency thereof; (iii) acts of God; (iv) acts or omissions of the other party; (v) fires, strikes, embargoes, war, riot or acts of terrorism; or (vi) any other similar event or cause. Any delay resulting from any of the causes set forth above will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

(c) Specific Performance; Injunctive Relief. Provided MP STORES gives Franchisee the appropriate notice, MP STORES will be entitled, without being required to post a bond, to seek the entry of temporary and permanent injunctions and orders of specific performance to: (i) enforce the provisions of this Agreement relating to Franchisee's use of the Marks and Franchisee's non-disclosure and non-competition obligations under this Agreement; (ii) prohibit any act or omission by Franchisee or Franchisee's employees that constitutes a violation of any applicable law, ordinance or regulation, constitutes a danger to the public, or may impair the goodwill associated with the Marks or the Mobility Plus Stores Businesses or (iii) prevent any other irreparable harm to MP STORES' interests. If MP STORES obtains an injunction or order of specific performance, Franchisee agrees to pay us an amount equal to the total of MP STORES' costs of obtaining it, including, without limitation, reasonable attorneys', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other arbitration or litigation expenses and travel and living expenses, and any damages MP STORES incurs as a result of the breach of any such provision. Franchisee further agrees to waive any claims for damage in the event there is a later determination that an injunction or specific performance order was issued improperly.

(d) Cumulative Remedies. The rights and remedies specifically granted to either Franchisee or us by this Agreement will not be deemed to prohibit either of us from exercising any other right or remedy provided under this Agreement or permitted by law or equity.

(e) Mediation. Prior to commencing any legal proceeding or arbitration, Franchisee must give notice to us setting forth in reasonable detail the nature and basis of the claim or dispute and the parties shall then seek to negotiate and resolve the dispute by negotiation through an independent mediator. Unless otherwise mutually agreed, mediation shall commence within two (2) weeks after the selection of the mediator and shall take place in the county of MP STORES' then current principal place of business. Mediation shall continue until the parties agree to terminate the process, the mediator determines that the process is not working (i.e., has reached an impasse), or

thirty (30) days have elapsed since the commencement of mediation and the parties do not by mutual agreement extend the process. Any recommendation or decision by the mediator shall be non-binding and confidential. The fees and expenses of the mediator shall be shared equally by the parties, and each party shall bear its own costs otherwise. In the event the dispute is not resolved through mediation as provided herein, either party may proceed immediately to litigate concerning the dispute. Each party hereby agrees that all statements made in the course of mediation shall be strictly confidential and shall not be disclosed to or shared with any third parties, other than the mediator. Each party also agrees that any documents or data specifically prepared for use in good faith negotiations and/or mediation shall not be disclosed to or shared with any third party except those parties whose presence is necessary to facilitate the mediation process. The parties agree not to make copies of any such documents, and to return them to the other party upon the conclusion of the mediation. Each party agrees and acknowledges that no statements made in, or evidence specifically prepared for mediation shall be admissible for any purpose in any subsequent proceedings. MP STORES shall have no obligation to mediate claims that are the subject of Section 40.c. herein.

(f) Arbitration. Except disputes not subject to arbitration as set forth in Section 40.c., any dispute between MP STORES and MP STORES' affiliates on the one hand, and Franchisee and its affiliates on the other hand, arising out of or relating to this Agreement or its breach, including without limitation, any claim that this Agreement or any of its parts, is invalid, illegal or otherwise voidable or void, will be resolved by submission to arbitration conducted by a single impartial arbitrator according to the then current Commercial Arbitration Rules of the American Arbitration Association. The parties agree that in order to be eligible to be appointed an arbitrator hereunder, an individual must have at least ten (10) years of previous experience in the field of franchise law. All issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. §1 et seq.) and the federal common law of arbitration. All hearing and other proceedings shall take place near MP STORES' principal place of business in Miami, Florida, or if MP STORES' principal place of business is no longer in Miami, Florida, in the county of the then-current principal place of business of MP STORES. This arbitration provision shall be deemed to be self-executing and shall remain in full force and effect after expiration or termination of this Agreement. In the event either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party by default or otherwise notwithstanding said failure to appear. Judgment upon an arbitration awarded may be entered in any court having competent jurisdiction and shall be binding, final and not subject to appeal. MP STORES and Franchisee agree to be bound by the provisions of any limitation on the period of time by which claims must be brought under this Agreement or applicable law, whichever expires first. MP STORES and Franchisee further agree that, in connection with any such arbitration proceeding, each shall submit or file any claim which would constitute a compulsory counterclaim (as defined by the then current Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding shall be barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either Franchisee or MP STORES.

The franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light

of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

(g) Damages**.** In any controversy or claim arising out of or relating to this Agreement, in arbitration proceedings or otherwise, each party waives any right to punitive or other monetary damages not measured by the prevailing party's actual damages, except damages authorized by federal statute. In the event of termination of this Agreement prior to the expiration of the term due to Franchisee's default, MP STORES' actual damages will include its lost future income from Royalty Fees and other amounts that Franchisee would have owed to MP STORES but for the termination.

(h) 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.

(i) Legal Costs**.** In any legal proceeding (including arbitration) related to this Agreement, 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.

41. Anti-Terrorism Laws. Franchisee and Franchisee's Owners agree to comply with and/or to assist us to the fullest extent possible in MP STORES' efforts to comply with Anti-Terrorism Laws (as defined below). In connection with such compliance, Franchisee, Franchisee and Franchisee's Owners certify, represent, and warrant that none of Franchisee's property or interest is subject to being "blocked" under any of the Anti-Terrorism Laws and that Franchisee's and/or Franchisee's Owners are not otherwise in violation of any of the Anti-Terrorism Laws. "Anti-Terrorism Laws" means the USA PATRIOT Act or similar laws, presidential executive orders, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority addressing in or in any way relating to terrorist acts and acts of war. Franchisee and Franchisee's Owners acknowledge and agree that any violation of the Anti-Terrorism Laws by any of Franchisee or Franchisee's employees or any "blocking" of any of Franchisee's assets under the Anti-Terrorism laws shall constitute grounds for immediate termination of this Agreement and any other agreement Franchisee shall have entered with us or its affiliates, in accordance with the termination provisions of this Agreement.

42. Franchisee Entity and Guaranty and Assumption of Obligations. Franchisee shall maintain the entity that is the Franchisee in good standing with the state of incorporation or organization throughout the term of the Franchise. Franchisee's organizational documents, by-laws or operating agreement, as applicable, will recite that this Agreement restricts the issuance and transfer of any ownership interests in the entity and all certificates of ownership in the entity will bear a legend referring to this Agreement's transfer restrictions. All Owners shall execute the Guaranty and Assumption of Obligations that is attached to this Agreement as Attachment 4, whereby the Owners jointly and severally guarantee the full payment and performance of Franchisee's obligations to us. Franchisee shall confine Franchisee's business activities exclusively to operating a Mobility Plus Stores Business licensed under, and pursuant to the terms of, this Agreement. New ownership interests in Franchisee shall not be issued without MP STORES' prior written consent, and all transfers or assignments of ownership interests in Franchisee shall not be effective without MP STORES' prior written consent and having met all

of the conditions of Section 38.a. Any attempted transfer or assignment, including changes in ownership or corporate structure without compliance with Section 38.a. and MP STORES' prior written consent will be null and void and of no effect, and will convey no rights in or interest in the franchise granted therein, this Agreement or the franchised business. Franchisee agrees to furnish us at any time upon request a certified copy of Franchisee's organizational documents, and a list, verified as being true and correct and in such form as MP STORES may require, of all Owners reflecting their respective interests and all officers, directors or managers.

43. Miscellaneous.

(a) Governing Law. The laws of the state of Florida (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Florida 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.

(b) Relationship of the Parties. The parties are independent contractors, and neither is the agent, partner, joint venturer, or employee of the other. MP STORES is not a fiduciary of Franchisee. MP STORES does not control or have the right to control Franchisee or its Mobility Plus Stores Business. Any required specifications and standards in this Agreement and in the System Standards exist to protect MP STORES' 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 Mobility Plus Stores Business. MP STORES has no liability for Franchisee's obligations to any third party whatsoever.

(c) 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 MP STORES in its franchise disclosure document. The parties intend that (i) if any provision of this Agreement is held by a 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. This Agreement does not confer any rights or remedies upon any person or entity other than Franchisee, MP STORES, and MP STORES' affiliates.

(d) Modification and Waiver. 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 MP STORES' rights to modify the Manual or System Standards. 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.

(e) 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.

(f) Delays in Performance. The parties agree that neither party shall be liable for any delays in performance, except for payment of fees due, caused by acts of God, acts of the public enemy, acts of the United States or any state government, fires, floods, epidemics, war, riots, strikes or embargoes.

(g) 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 below its signature; and (B) if to MP STORES, addressed to 601 Brickell Key Drive, Suite 700, Miami, FL 33131. 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, MP STORES may amend the Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication.

(h) Joint and Several Liability. If two or more people sign this Agreement as "Franchisee", each will have joint and several liability.

(i) No Offer and Acceptance**.** Delivery of a draft of this Agreement to Franchisee by MP STORES does not constitute an offer. This Agreement shall not be effective unless and until it is executed by both Franchisee and MP STORES.

(j) Waiver of Jury Trial. Each party irrevocably waives trial by jury in any action, proceeding or counterclaim, whether at law or in equity, brought by either party.

(k) Electronic Signature and Delivery. This Agreement may be signed with full legal force and effect using electronic signatures and records. Delivery of this Agreement by facsimile, e-mail or other functionally equivalent electronic means of transmission constitutes valid and effective delivery.

[Signature Page Follows.]

Agreed to by:

FRANCHISOR:	**FRANCHISEE:**
MOBILITY PLUS STORES, LLC	_____
By: _____ Richard Peter, CEO	By: _____
	Name: _____
Date: _____	
	Title: _____
	Date: _____
	Address:
	_____
	_____

(*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

_____ Wisconsin

ATTACHMENT 1 to FRANCHISE AGREEMENT

PRELIMINARY DESIGNATED AREA, TERRITORY AND DESIGNATED MARKETING AREA

PRELIMINARY DESIGNATED AREA, TERRITORY AND DESIGNATED MARKETING AREA

The parties hereto agree that the Showroom to be operated by Franchisee pursuant to the Franchise Agreement shall be located in the following described preliminary designated area:

_____

_____

_____

_____

(the "Preliminary Designated Area").

The following shall be filled in by MP STORES and Franchisee within fifteen (15) days of MP STORES' approval of the site for Franchisee's Showroom:

The Showroom will be located at the following address:

_____

_____

The parties hereto agree that Franchisee's Territory shall be as follows:

See map attached hereto.

The parties hereto agree that Franchisee's Designated Marketing Area shall be as follows:

See map attached hereto.

[Signature Page Follows.]

Mobility Plus Stores, LLC	**FRANCHISEE:**
	_____
A Florida limited liability company	A _____
By _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Dated: _____	Dated: _____

ATTACHMENT 2 to FRANCHISE AGREEMENT

ELECTRONIC FUNDS TRANSFER AUTHORIZATION

ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM

As a duly authorized signer on the financial institution account identified below of the undersigned Franchisee, I authorize Mobility Plus Stores, LLC ("Company") to initiate weekly electronic fund transfer debits from the account for payments due or when applicable, apply electronic funds transfer credits to the same. Said debits may be for Royalty Fees, Brand Fund contributions, technology fees, interest, late fees, and any other amounts Franchisee owes to the Company or its affiliates pursuant to the Franchise Agreement between Franchisee and Company, and in amounts required by the Franchise Agreement. The dollar amount to be debited for each transfer will vary.

Currently, Mobility Plus Stores, LLC is initiating weekly debits on the Monday day of every calendar week for payment of the Royalty Fee, Marketing Fund contributions, interest, late fees, and any other amounts then due, unless that day falls on a holiday, in which case the debit will be initiated the following business day. Mobility Plus Stores, LLC is initiating weekly debits on the first Monday of every calendar month for payment of the technology fees and any other amounts then due, unless that day falls on a holiday, in which case the debit will be initiated the following business day. The dates and intervals for initiating debits for amounts due under the Franchise Agreement may be changed upon delivery of notice to Franchisee.

If any such electronic debit(s) should be returned by my financial institution as unpaid (Non-Sufficient or Uncollected Funds), I understand that Mobility Plus Stores, LLC shall be entitled to collect interest and late fees as provided in the Franchise Agreement, and to debit same from this account once there are sufficient funds to cover it.

This authorization is to remain in full force and effect until Company has received written notification of its termination in such time and in such manner as to afford Company a reasonable opportunity to act on it, and to obtain a replacement Electronic Funds Transfer Authorization from Franchisee for a replacement account. Any such notice should be sent to the following address:

Mobility Plus Stores, LLC
Attn: Richard Peter
601 Brickell Key Drive
Suite 700
Miami, FL 33131

Franchisee is responsible for, and shall pay on demand, all costs or fee charged by the financial institution holding the account relating to the handling of debits pursuant to this authorization. I understand and authorize all of the above.

FRANCHISEE: _____

AUTHORIZING SIGNATURE: _____

PRINT NAME AND TITLE: _____

DATE: _____

BUSINESS ADDRESS: _____

Financial Institution Account Identifying Information:

Enter financial institution account information in the fields below or attach a voided check.

Financial Institution:	**Name on the Account:**
Routing Number:	**Account Number:**

ATTACHMENT 3 to FRANCHISE AGREEMENT

CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBER AND DIGITAL MARKETING ACCOUNTS

CONDITIONAL ASSIGNMENT OF FRANCHISEE'S TELEPHONE NUMBERS AND DIGITAL MARKETING ACCOUNTS

Franchisee (Assignor): _____, whose business address is _____, in consideration of the granting of a franchise to Assignor contemporaneously herewith, and other valuable consideration paid by Mobility Plus Stores, LLC (Franchisor/Assignee), having its principal place of business at 601 Brickell Key Drive, Suite 700, Miami, FL 33131, hereby assigns unto the Franchisor/Assignee (i) all telephone numbers and listings utilized by Assignor in the operation of Assignor's Restaurant at Assignor's address above-referenced, and (ii) all social media accounts, applications, websites, online listing and other online presence and all related passwords and log-in information ("Digital Marketing") associated with Franchisor/Assignee's Marks, including Mobility Plus. Assignor acknowledges that Mobility Plus and associated marks are solely the property of Franchisor/Assignee. As such, Assignor's right to use any telephone numbers and directory listings and Digital Marketing associated with Mobility Plus trademarks and service marks was solely due to a limited license granted by Franchisor/Assignee in connection with the Franchisor/Assignee's trademark(s)/service mark(s) pursuant to a Franchise Agreement. Once said license has expired and/or terminated pursuant to the expiration or termination of the Franchise Agreement, Assignor has no right to the telephone number or directory listing or Digital Marketing associated with the Franchisor/Assignee's trademark, including, but not limited to Mobility Plus.

This Assignment shall constitute authorization to the appropriate telephone company to change and transfer to Franchisor/Assignee all of Assignor's rights in and to the use of said business telephone lines and Assignor hereby irrevocably appoints and authorizes Franchisor/Assignee to act as Assignor's attorney-in-fact and hereby empowers Franchisor/Assignee to execute such instruments in the Assignee's name in order to give full effect to this Assignment and to effectuate any transfer. Upon the Assignment, Franchisor/Assignee hereby assumes the performance of all of the terms, covenants and conditions of the third parties holding such accounts with the full force and effect as if the Franchisor/Assignee has been originally issued such telephones, telephone numbers, telephone listings and Digital Marketing accounts.

ASSIGNOR (Franchisee):	**FRANCHISOR/ASSIGNEE:** MOBILITY PLUS STORES, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Dated: _____	Dated: _____

ATTACHMENT 4 to FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given by _____
_____

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement on this date (the "Agreement") by Mobility Plus Stores, LLC (the "Company"), each of the undersigned hereby personally and unconditionally, jointly and severally: (a) guarantees to the Company, and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that _____ ("Franchisee") will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities.

Each of the undersigned waives: (1) acceptance and notice of acceptance by the Company of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guaranteed; (4) any right he or she may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (5) any and all other notices and legal or equitable defenses to which he may be entitled.

Each of the undersigned consents and agrees that: (1) his or her direct and immediate liability under this Guaranty will be joint and several with all other current and future guarantors of Franchisee's obligations; (2) he or she will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) such liability will not be contingent or conditioned upon pursuit by the Company of any remedies against Franchisee or any Other person; (4) such liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which the Company may from time to time grant to Franchisee or to any Other person, including without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement; and (5) this Guarantee shall apply to any amounts recovered from Company as a preference, fraudulent transfer or otherwise in a bankruptcy or similar proceeding.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed his signature on the same day and year as the Agreement was executed.

GUARANTOR(S) % OF INTEREST IN FRANCHISEE

_____ _____

Print Name: _____

Home Address: _____

_____

Dated: _____

_____ _____

Print Name: _____

Home Address: _____

_____

Dated: _____

_____ _____

Print Name: _____

Home Address: _____

_____

Dated: _____

_____ _____

Print Name: _____

Home Address: _____

_____

Dated: _____

(Percentage must equal 100)

ATTACHMENT 5 to FRANCHISE AGREEMENT

FRANCHISEE DISCLOSURE QUESTIONNAIRE

FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know, Mobility Plus Stores, LLC ("Mobility Plus") and you are preparing to enter into a Franchise Agreement for the operation of a Mobility Plus franchise business. Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Have you received the Mobility Plus Franchise Disclosure Document which was provided to you?

   Yes____ No_____

2. On what date did you receive the Franchise Disclosure Document? _____

3. Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?

   Yes____ No____

4. Have you received copies of the Franchise Agreement that were completed with all of the blanks filled in?

   Yes____ No____

   If so, on what date did you receive the completed Franchise Agreement? _____

5. Do you understand that in purchasing this franchise Franchisee will be an independent business owner and you will not be an employee of Mobility Plus Stores, LLC?

   Yes _____ No _____

6. IF YOU HAVE ANSWERED "NO" TO ANY OF QUESTIONS 1 THROUGH 5 ABOVE, PLEASE INDICATE THE NUMBER OF THE QUESTION(S) AND A FURTHER EXPLANATION OF YOUR ANSWER(S) IN THE SPACE PROVIDED BELOW OR ATTACH AN ADDITIONAL SHEET IF NECESSARY. IF YOU HAVE ANSWERED "YES" TO ALL OF QUESTIONS 1 THROUGH 5 ABOVE, PLEASE LEAVE THE FOLLOWING LINES BLANK.

Question No. Explanation

_____

_____

_____

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming any reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

You understand that your answers are important to us and that Mobility Plus will rely on them in making a decision to award a Mobility Plus franchise. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions and that you fully understand and accept the business risks involved in the purchase of a franchised business.

Date:_____ _____

Signature of Prospective Franchisee

Print Name: _____

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 granting you a successor 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 Mobility Plus Stores, LLC, a Florida limited liability company ("Mobility Plus").

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 Mobility Plus, 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 Mobility Plus reasonably requests to effectuate the purposes of this Release. This Release contains the entire agreement of the parties concerning the subject matter hereof.

Agreed to by:

_____

Name: _____

Date: _____

Exhibit D

FINANCIAL STATEMENTS

MOBILITY PLUS HOLDINGS LLC

Balance Sheet as of December 31, 2023

TOGETHER WITH INDEPENDENT ACCOUNTANT AUDIT REPORT

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NAPER CPA GROUP

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

INDEPENDENT ACCOUNTANT AUDIT REPORT

To the Management of MOBILITY PLUS HOLDINGS LLC

Opinion

We have audited the financial statements of MOBILITY PLUS HOLDINGS LLC (the "Company"), which comprise the Balance Sheet as of December 31, 2023, and the related notes for the 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 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.

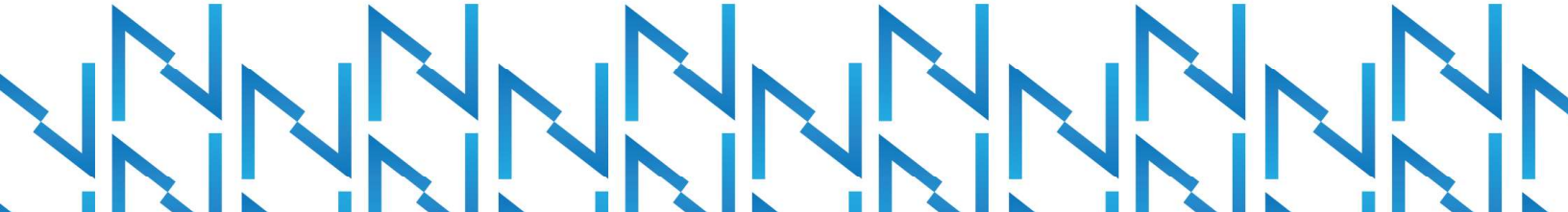
In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are available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



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- 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.

NAPER CPA GROUP

Naper CPA Group

Naperville, IL
February 26, 2024

MOBILITY PLUS HOLDINGS LLC
BALANCE SHEET
AS OF DECEMBER 31, 2023

ASSETS	
CURRENT ASSETS	
Cash and Cash Equivalents	$ 3,900
Accounts Receivable	34,955
TOTAL CURRENT ASSETS	38,855
NON-CURRENT ASSETS	
TOTAL NON-CURRENT ASSETS	-
TOTAL ASSETS	38,855
LIABILITIES AND OWNER'S EQUITY	
CURRENT LIABILITIES	
TOTAL CURRENT LIABILITIES	-
NON-CURRENT LIABILITIES	
TOTAL NON-CURRENT LIABILITIES	-
TOTAL LIABILITIES	-
OWNER'S EQUITY	
Retained Earnings (Deficit)	38,855
TOTAL SHAREHOLDERS' EQUITY	38,855
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$ 38,855

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

NOTE A – ORGANIZATION AND NATURE OF ACTIVITIES

MOBILITY PLUS HOLDINGS LLC (the "Company") was incorporated under the laws of the State of Florida and wholly owns two individual LLC's (1) Mobility Plus Stores, LLC and (2) Mobility Plus Home Access, LLC

Mobility Plus Stores, LLC was incorporated under the laws of the State of Florida for the sole purpose of offering franchise opportunities to entrepreneurs who want to own their own 'Mobility Plus Store' location, as a franchise, operating a business that sells, services, and rents new and used mobility related products, including but not limited to scooters, power wheelchairs, portable ramps, scooter lifts, manual mobility aids and related accessories, which will be operated as a Showroom.

Mobility Plus Home Access, LLC was incorporated under the laws of the State of Florida for the sole purpose of offering franchise opportunities to entrepreneurs who want to own their own 'Mobility Plus Home Access', as a franchise, operating a business that sells, rents, services, and installs new and used residential mobility related products, including but not limited to stair lifts, ramps, vertical platform lifts, scooter lifts, and other home access and fall prevention products and services, which will be operated as a mobile business.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation and Basis of Accounting

The consolidated financial statements include the accounts of Mobility Plus Stores, LLC and Mobility Plus Home Access, LLC (collectively, 'The Company'). The accompanying consolidated financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States ("GAAP") as determined by the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC"). All significant intercompany balance and transactions have been eliminated in the accompanying consolidated financial statements.

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.

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 2022 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 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.

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

Income Taxes

The Company, with the consent of its shareholders, has elected to be an S-Corporation (for tax purposes). In lieu of corporate income taxes, the shareholder(s) of an S-Corporation is taxed based on its proportionate share of The Company's taxable income. Therefore, no provision or liability for income taxes has been included in these financial statements.

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 February 26, 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.

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CONSENT

Omar Alnuaimi, CPA, consents to the use in the Franchise Disclosure Document issued by MOBILITY PLUS HOME ACCESS, LLC ("Franchisor") on April 8, 2024, as it may be amended, of my report dated February 26, 2024, relating to the Balance Sheet as of December 31, 2023, of MOBILITY PLUS HOLDINGS LLC.

NAPER CPA GROUP

Naper CPA Group

Naperville, IL
April 8, 2024

NAPER CPA GROUP

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CONSENT

Omar Alnuaimi, CPA, consents to the use in the Franchise Disclosure Document issued by MOBILITY PLUS STORES, LLC ("Franchisor") on April 8, 2024, as it may be amended, of my report dated February 26, 2024, relating to the Balance Sheet as of December 31, 2023, of MOBILITY PLUS HOLDINGS LLC.

NAPER CPA GROUP

Naper CPA Group

Naperville, IL
April 8, 2024

MOBILITY PLUS HOLDINGS LLC

Balance Sheet as of August 28, 2023

TOGETHER WITH INDEPENDENT ACCOUNTANT AUDIT REPORT

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INDEPENDENT ACCOUNTANT AUDIT REPORT

To the Management of MOBILITY PLUS HOLDINGS LLC

Opinion

We have audited the financial statements of MOBILITY PLUS HOLDINGS LLC (the "Company"), which comprise the Balance Sheet as of August 28, 2023, and the related notes for the 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 August 28, 2023, and the results of its operations and its cash flows for the period ended August 28, 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.

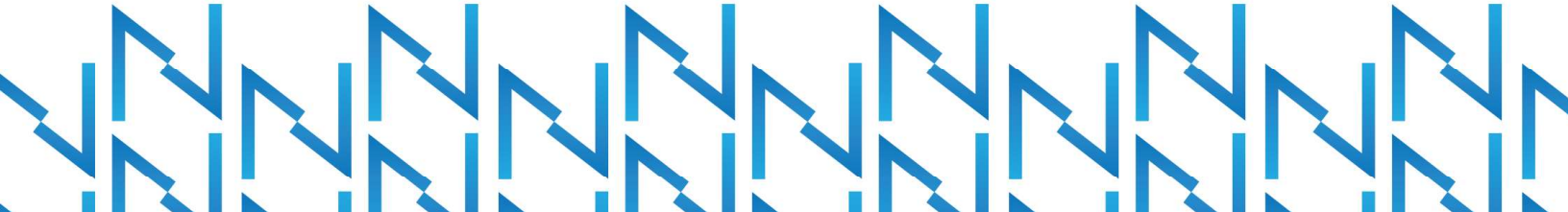
In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are available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



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- 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.

Omar Alnuaimi, CPA

Naperville, IL
September 7, 2023

MOBILITY PLUS HOLDINGS LLC
BALANCE SHEET
AS OF AUGUST 28, 2023

ASSETS	
CURRENT ASSETS	
Cash and Cash Equivalents	$ 1,000
TOTAL CURRENT ASSETS	1,000
NON-CURRENT ASSETS	
TOTAL NON-CURRENT ASSETS	-
TOTAL ASSETS	1,000
LIABILITIES AND OWNER'S EQUITY	
CURRENT LIABILITIES	
TOTAL CURRENT LIABILITIES	-
NON-CURRENT LIABILITIES	
TOTAL NON-CURRENT LIABILITIES	-
TOTAL LIABILITIES	-
OWNER'S EQUITY	
Retained Earnings (Deficit)	1,000
TOTAL SHAREHOLDERS' EQUITY	1,000
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$ 1,000

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

MOBILITY PLUS HOLDINGS LLC
NOTES TO FINANCIAL STATEMENTS
AUGUST 28, 2023

NOTE A – ORGANIZATION AND NATURE OF ACTIVITIES

MOBILITY PLUS HOLDINGS LLC (the "Company") was incorporated under the laws of the State of Florida and wholly owns two individual LLC's (1) Mobility Plus Stores, LLC and (2) Mobility Plus Home Access, LLC

Mobility Plus Stores, LLC was incorporated under the laws of the State of Florida for the sole purpose of offering franchise opportunities to entrepreneurs who want to own their own 'Mobility Plus Store' location, as a franchise, operating a business that sells, services, and rents new and used mobility related products, including but not limited to scooters, power wheelchairs, portable ramps, scooter lifts, manual mobility aids and related accessories, which will be operated as a Showroom.

Mobility Plus Home Access, LLC was incorporated under the laws of the State of Florida for the sole purpose of offering franchise opportunities to entrepreneurs who want to own their own 'Mobility Plus Home Access', as a franchise, operating a business that sells, rents, services, and installs new and used residential mobility related products, including but not limited to stair lifts, ramps, vertical platform lifts, scooter lifts, and other home access and fall prevention products and services, which will be operated as a mobile business.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation and Basis of Accounting

The consolidated financial statements include the accounts of Mobility Plus Stores, LLC and Mobility Plus Home Access, LLC (collectively, 'The Company'). The accompanying consolidated financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States ("GAAP") as determined by the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC"). All significant intercompany balance and transactions have been eliminated in the accompanying consolidated financial statements.

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.

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 2022 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 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.

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

Income Taxes

The Company, with the consent of its shareholders, has elected to be an S-Corporation (for tax purposes). In lieu of corporate income taxes, the shareholder(s) of an S-Corporation is taxed based on its proportionate share of The Company's taxable income. Therefore, no provision or liability for income taxes has been included in these financial statements.

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 August 28, 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 September 7, 2023, 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.

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. INVESTORS IN OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS OPINION WITH REGARD TO THEIR CONTENTS OR FORM.

MOBILITY PLUS HOLDINGS LLC

Balance Sheet

As of July 31, 2024

	JAN - JUL, 2024	
	CURRENT	AS OF JUL 31, 2023 (PY)
ASSETS		
Current Assets		
Bank Accounts		
Checking		
Total Bank Accounts	**$0.00**	**$0.00**
Accounts Receivable		
1020 Accounts Receivable		
Accounts receivable (A/R)		
Total Accounts Receivable	**$0.00**	**$0.00**
Other Current Assets		
1 Non - Rental Inventory		
2 Rental Inventory		
Inventory		
Loans to officers		
Loans to others		
Loans to Stockholders		
Prepaid expenses		
Real estate loans to others (deleted)		
Tax exempt investments (deleted)		
U.S. savings bonds and investments (deleted)		
Uncategorized Asset		
Undeposited Funds		
Total Other Current Assets	**$0.00**	**$0.00**
Total Current Assets	**$0.00**	**$0.00**
Fixed Assets		
1090 Vehicles		
Accumulated amortization (deleted)		
Accumulated depreciation (deleted)		
Buildings (deleted)		
Furniture & fixtures		
Leasehold Improvements		
Long-term office equipment (deleted)		
Machinery & Equipment		
Mobility Plus Territory		
Vehicles (deleted)		
Total Fixed Assets	**$0.00**	**$0.00**
Other Assets		
Deferred income taxes (deleted)		

MOBILITY PLUS HOLDINGS LLC

Balance Sheet

As of July 31, 2024

	JAN - JUL, 2024	
	CURRENT	AS OF JUL 31, 2023 (PY)
Goodwill (deleted)		
Lease buyout (deleted)		
Licenses		
Long-term investments (deleted)		
Long-term loans to related parties (deleted)		
Patents, copyrights, & franchises (deleted)		
Security deposits (deleted)		
Startup & organizational costs (deleted)		
Total Other Assets	**$0.00**	**$0.00**
TOTAL ASSETS	**$0.00**	**$0.00**
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable (A/P)		
Total Accounts Payable	**$0.00**	**$0.00**
Credit Cards		
Credit Card		
Total Credit Cards	**$0.00**	**$0.00**
Other Current Liabilities		
2020 Line of Credit		
Federal Income Tax Payable		
Lines of credit		
Payroll Tax Payable		
Payroll tax to pay (deleted)		
Retirement benefits to pay (deleted)		
Wages to pay (deleted)		
Total Payroll Tax Payable		
Sales Tax Payable		
State/Local Income Tax Payable		
Total Other Current Liabilities	**$0.00**	**$0.00**
Total Current Liabilities	**$0.00**	**$0.00**
Long-Term Liabilities		
Long-term loans from shareholders (deleted)		
Mortgages (deleted)		
Notes Payable		
Total Long-Term Liabilities	**$0.00**	**$0.00**
Total Liabilities	**$0.00**	**$0.00**

MOBILITY PLUS HOLDINGS LLC

Balance Sheet

As of July 31, 2024

	JAN - JUL, 2024	
	CURRENT	AS OF JUL 31, 2023 (PY)
Equity		
Dividends paid (deleted)		
Opening balance equity		
Owner's Equity		
Owner's Investment		
Owner's Pay & Personal Expenses		
Retained Earnings		
Treasury stock (deleted)		
Net Income		
Total Equity	**$0.00**	**$0.00**
TOTAL LIABILITIES AND EQUITY	**$0.00**	**$0.00**

MOBILITY PLUS HOLDINGS LLC

Profit and Loss

January - December 2024

	JAN - DEC 2024			TOTAL		
	CURRENT	JAN - DEC 2023 (PY)	% CHANGE	CURRENT	JAN - DEC 2023 (PY)	% CHANGE
Income						
Billable Expense Income				$0.00	$0.00	0.00%
ECommerce Income				$0.00	$0.00	0.00%
Rental Income				$0.00	$0.00	0.00%
Sales of Product Income				$0.00	$0.00	0.00%
Service Income				$0.00	$0.00	0.00%
Uncategorized Income				$0.00	$0.00	0.00%
VA Income				$0.00	$0.00	0.00%
Total Income	**$0.00**	**$0.00**	**0.00%**	**$0.00**	**$0.00**	**0.00%**
Cost of Goods Sold						
5010 Cost of labor - COS				$0.00	$0.00	0.00%
5020 Equipment Rental - COS				$0.00	$0.00	0.00%
5030 Other Costs of Services - COS				$0.00	$0.00	0.00%
5050 Supplies & Materials - COGS				$0.00	$0.00	0.00%
5060 MP Royalties				$0.00	$0.00	0.00%
Cost of goods sold				$0.00	$0.00	0.00%
Cost of labor - COS				$0.00	$0.00	0.00%
Equipment rental - COS				$0.00	$0.00	0.00%
MP Royalties				$0.00	$0.00	0.00%
Other Costs of Services - COS				$0.00	$0.00	0.00%
Shipping, Freight & Delivery - COS				$0.00	$0.00	0.00%
Supplies & materials - COGS				$0.00	$0.00	0.00%
Total Cost of goods sold				**$0.00**	**$0.00**	**0.00%**
Total Cost of Goods Sold	**$0.00**	**$0.00**	**0.00%**	**$0.00**	**$0.00**	**0.00%**
GROSS PROFIT	**$0.00**	**$0.00**	**0.00%**	**$0.00**	**$0.00**	**0.00%**
Expenses						
6110 Repair & Maintenance				$0.00	$0.00	0.00%
Advertising/Promotional				$0.00	$0.00	0.00%
Listing fees (deleted)				$0.00	$0.00	0.00%
Social media (deleted)				$0.00	$0.00	0.00%
Website ads (deleted)				$0.00	$0.00	0.00%
Total Advertising/Promotional				**$0.00**	**$0.00**	**0.00%**
Bank Charges				$0.00	$0.00	0.00%
Contributions to charities (deleted)				$0.00	$0.00	0.00%
Employee benefits (deleted)				$0.00	$0.00	0.00%
Employee retirement plans (deleted)				$0.00	$0.00	0.00%
Group term life insurance (deleted)				$0.00	$0.00	0.00%
Health insurance & accident plans (deleted)				$0.00	$0.00	0.00%
Officers' life insurance (deleted)				$0.00	$0.00	0.00%
Workers' compensation insurance (deleted)				$0.00	$0.00	0.00%
Total Employee benefits (deleted)				**$0.00**	**$0.00**	**0.00%**
Entertainment (deleted)				$0.00	$0.00	0.00%

MOBILITY PLUS HOLDINGS LLC

Profit and Loss

January - December 2024

	JAN - DEC 2024			TOTAL		
	CURRENT	JAN - DEC 2023 (PY)	% CHANGE	CURRENT	JAN - DEC 2023 (PY)	% CHANGE
General business expenses (deleted)				$0.00	$0.00	0.00%
Bank fees & service charges (deleted)				$0.00	$0.00	0.00%
Continuing education (deleted)				$0.00	$0.00	0.00%
Memberships & subscriptions (deleted)				$0.00	$0.00	0.00%
Uniforms (deleted)				$0.00	$0.00	0.00%
Total General business expenses (deleted)				**$0.00**	**$0.00**	**0.00%**
Independent Contractors				$0.00	$0.00	0.00%
Insurance				$0.00	$0.00	0.00%
Business insurance (deleted)				$0.00	$0.00	0.00%
Liability insurance (deleted)				$0.00	$0.00	0.00%
Property insurance (deleted)				$0.00	$0.00	0.00%
Total Insurance				**$0.00**	**$0.00**	**0.00%**
Interest paid				$0.00	$0.00	0.00%
Business loan interest (deleted)				$0.00	$0.00	0.00%
Credit card interest (deleted)				$0.00	$0.00	0.00%
Mortgage interest (deleted)				$0.00	$0.00	0.00%
Total Interest paid				**$0.00**	**$0.00**	**0.00%**
Legal & Professional Fees				$0.00	$0.00	0.00%
Accounting fees (deleted)				$0.00	$0.00	0.00%
Legal Fees (deleted)				$0.00	$0.00	0.00%
Total Legal & Professional Fees				**$0.00**	**$0.00**	**0.00%**
Meals (deleted)				$0.00	$0.00	0.00%
Meals with clients (deleted)				$0.00	$0.00	0.00%
Travel meals (deleted)				$0.00	$0.00	0.00%
Total Meals (deleted)				**$0.00**	**$0.00**	**0.00%**
Office/General Administrative Expenses				$0.00	$0.00	0.00%
Merchant account fees (deleted)				$0.00	$0.00	0.00%
Office supplies (deleted)				$0.00	$0.00	0.00%
Printing & photocopying (deleted)				$0.00	$0.00	0.00%
Shipping & postage (deleted)				$0.00	$0.00	0.00%
Small tools & equipment (deleted)				$0.00	$0.00	0.00%
Software & apps (deleted)				$0.00	$0.00	0.00%
Total Office/General Administrative Expenses				**$0.00**	**$0.00**	**0.00%**
Other Bank Charges				$0.00	$0.00	0.00%
Payroll expenses				$0.00	$0.00	0.00%
Officers' salaries (deleted)				$0.00	$0.00	0.00%
Salaries & wages (deleted)				$0.00	$0.00	0.00%
Total Payroll expenses				**$0.00**	**$0.00**	**0.00%**
Rent or Lease of Buildings				$0.00	$0.00	0.00%
Building & land rent (deleted)				$0.00	$0.00	0.00%
Equipment rental (deleted)				$0.00	$0.00	0.00%
Total Rent or Lease of Buildings				**$0.00**	**$0.00**	**0.00%**
Repairs & maintenance				$0.00	$0.00	0.00%
Square Fees				$0.00	$0.00	0.00%

MOBILITY PLUS HOLDINGS LLC

Profit and Loss

January - December 2024

	JAN - DEC 2024			TOTAL		
	CURRENT	JAN - DEC 2023 (PY)	% CHANGE	CURRENT	JAN - DEC 2023 (PY)	% CHANGE
Supplies (deleted)				$0.00	$0.00	0.00%
Supplies & materials (deleted)				$0.00	$0.00	0.00%
Total Supplies (deleted)				**$0.00**	**$0.00**	**0.00%**
Taxes paid (deleted)				$0.00	$0.00	0.00%
Payroll taxes (deleted)				$0.00	$0.00	0.00%
Property taxes (deleted)				$0.00	$0.00	0.00%
Total Taxes paid (deleted)				**$0.00**	**$0.00**	**0.00%**
Travel (deleted)				$0.00	$0.00	0.00%
Airfare (deleted)				$0.00	$0.00	0.00%
Hotels (deleted)				$0.00	$0.00	0.00%
Taxis or shared rides (deleted)				$0.00	$0.00	0.00%
Vehicle rental (deleted)				$0.00	$0.00	0.00%
Total Travel (deleted)				**$0.00**	**$0.00**	**0.00%**
Uncategorized Expense				$0.00	$0.00	0.00%
Utilities				$0.00	$0.00	0.00%
Disposal & waste fees (deleted)				$0.00	$0.00	0.00%
Electricity (deleted)				$0.00	$0.00	0.00%
Heating & cooling (deleted)				$0.00	$0.00	0.00%
Internet & TV services (deleted)				$0.00	$0.00	0.00%
Phone service (deleted)				$0.00	$0.00	0.00%
Water & sewer (deleted)				$0.00	$0.00	0.00%
Total Utilities				**$0.00**	**$0.00**	**0.00%**
Vehicle				$0.00	$0.00	0.00%
Total Expenses	**$0.00**	**$0.00**	**0.00%**	**$0.00**	**$0.00**	**0.00%**
NET OPERATING INCOME	**$0.00**	**$0.00**	**0.00%**	**$0.00**	**$0.00**	**0.00%**
Other Income						
Credit card rewards				$0.00	$0.00	0.00%
Dividends received (deleted)				$0.00	$0.00	0.00%
Interest earned (deleted)				$0.00	$0.00	0.00%
Other Miscellaneous Income				$0.00	$0.00	0.00%
Sale of an asset (deleted)				$0.00	$0.00	0.00%
Sale of investments (deleted)				$0.00	$0.00	0.00%
Tax exempt investment interest (deleted)				$0.00	$0.00	0.00%
Total Other Income	**$0.00**	**$0.00**	**0.00%**	**$0.00**	**$0.00**	**0.00%**
Other Expenses						
8020 Depreciation Expense				$0.00	$0.00	0.00%
Amortization expenses (deleted)				$0.00	$0.00	0.00%
Depreciation				$0.00	$0.00	0.00%
Penalties & settlements (deleted)				$0.00	$0.00	0.00%
Vehicle (deleted)				$0.00	$0.00	0.00%
Parking & tolls (deleted)				$0.00	$0.00	0.00%
Vehicle fines & penalties (deleted)				$0.00	$0.00	0.00%
Vehicle gas & fuel (deleted)				$0.00	$0.00	0.00%
Vehicle insurance (deleted)				$0.00	$0.00	0.00%
Vehicle registration (deleted)				$0.00	$0.00	0.00%

MOBILITY PLUS HOLDINGS LLC

Profit and Loss

January - December 2024

	JAN - DEC 2024			TOTAL		
	CURRENT	JAN - DEC 2023 (PY)	% CHANGE	CURRENT	JAN - DEC 2023 (PY)	% CHANGE
Vehicle repairs (deleted)				$0.00	$0.00	0.00%
Vehicle wash & road services (deleted)				$0.00	$0.00	0.00%
Total Vehicle (deleted)				**$0.00**	**$0.00**	**0.00%**
Total Other Expenses	**$0.00**	**$0.00**	**0.00%**	**$0.00**	**$0.00**	**0.00%**
NET OTHER INCOME	**$0.00**	**$0.00**	**0.00%**	**$0.00**	**$0.00**	**0.00%**
NET INCOME	**$0.00**	**$0.00**	**0.00%**	**$0.00**	**$0.00**	**0.00%**

Exhibit E

MANUAL TABLE OF CONTENTS

Manual and Data on Tablet

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Exhibit F-1

CURRENT FRANCHISEES AS OF 12/31/23

Franchise Agreement signed but outlet not yet open

Alabama
Tim and Angie McCullough
Montgomery, AL
(205) 294-1953

Ohio
Phil Zito
Solon, Ohio
(440) 728-6900

Mississippi
Michael Giovingo
Biloxi, MS
(504) 296-6353

South Carolina
James Ginnery (2 Territories)
Columbia, SC
Charleston, SC
(803) 543-9702

Exhibit F-2

FORMER FRANCHISEES AS OF 12/31/23

None.

EXHIBIT G

MULTI-UNIT DEVELOPMENT PROGRAM ADDENDUM

Multi-Unit Development Program Addendum

This Multi-Unit Development Program Addendum ("MDP Addendum") is made between Mobility Plus Stores, LLC, a Florida limited liability company with its principal place of business located at 601 Brickell Key Drive, Suite 700, Miami, FL 33131, ("MP STORES"), and the Franchisee identified in the Franchise Agreement executed simultaneously with this MDP Addendum ("you"), as of the date signed by MP STORE (the "Effective Date").

RECITALS

A. Contemporaneously with the execution of this Addendum, you are entering into two (2) or three (3) MOBILITY PLUS STORES franchise agreements (each a "Franchise Agreement") pursuant to our Multi-Unit Development Program (the "MDP"), with the Businesses licensed under these Franchise Agreements together constituting the "Showrooms."

B. The parties desire to enter into this MDP Addendum in order to clarify certain obligations under the Franchise Agreements, as they relate to the MDP Businesses.

In consideration of the foregoing and the mutual covenants and consideration below, you and MP STORES agree as follows:

AGREEMENT

1. Definitions. Capitalized terms will have the meanings ascribed to them in the Franchise Agreement unless otherwise defined herein. The term "the Agreement" refers to the Franchise Agreement modified by this MDP Addendum.

2. Initial Franchise Fee. The initial franchise fees applicable for the three MDP Franchise Agreements will be a total of _____, all of which is due at execution of this MDP Addendum.

3. Opening Schedule. With respect to the Showrooms, the following timelines modify those set forth in Section 3 of the Agreement, with all of the deadlines in the below tables measured from the Effective Date of the Franchise Agreements.

Opening Dates:

Business	**Opening Commitment**
First Showroom	Within 12 months after execution of the Franchise Agreements
Second Showroom	Within 18 months after execution of the Franchise Agreements
Third Showroom, if applicable	Within 24 months after execution of the Franchise Agreements

4. Second and Third Showrooms. With respect to the second and third Showrooms, the following modifies Sections 3, 5 and 7 of the Agreement:

(a) MP STORES will not provide you pre-opening training for your second and third Showrooms developed under this MDP Addendum. If you request to attend our initial training program

prior to opening your second and third Showrooms, MP STORES will provide such training for a Training Fee of $5,000, subject to availability.

(b) For your second Showroom, you must begin paying the Technology Fee (1) upon opening for business or (2) twelve (12) months after you sign the Franchise Agreements, whichever is sooner. For your third Showroom, if applicable, you must begin paying the Technology Fee (1) upon opening for business or (2) eighteen (18) months after you sign the Franchise Agreements, whichever is sooner.

(c) For your second Showroom, you must begin paying MP STORES the weekly minimum Royalty Fee of Two Hundred Fifty Dollars ($250.00) per week (1) fifty-two (52) weeks after opening for business or (2) one hundred four (104) weeks after you sign the Franchise Agreements, whichever is sooner ("MDP-1 Minimum Royalty Payment Date"). For your second Showroom, you must begin paying MP STORES the weekly minimum Royalty Fee of Three Hundred Twenty-Five Dollars ($325.00) per week fifty-two (52) weeks following the MDP-1 Minimum Royalty Payment Date. For your third Showroom, if applicable, you must begin paying MP STORES the weekly minimum Royalty Fee of Two Hundred Fifty Dollars ($250) per week (1) fifty-two (52) weeks after opening for business or (2) one hundred forty (140) weeks after you sign the Franchise Agreements, whichever is sooner ("MDP-2 Minimum Royalty Payment Date"). For your third Showroom, if applicable, you must begin paying MP STORES the weekly minimum Royalty Fee of Three Hundred Twenty-Five Dollars ($325.00) per week fifty-two (52) weeks following the MDP-2 Minimum Royalty Payment Date.

5. Failure to Meet Opening Schedule. If any deadline in Section 3 above is not met, the following will apply:

(a) If, at the time of a missed deadline, you are operating one or more of the above Showroom(s) developed under this MDP Addendum, the Franchise Agreement related to that Showroom(s) will be unaffected by such failure to open other Showroom(s).

(b) For the Showroom that did not timely open, triggering the initial default, and all Showrooms to be opened after the defaulting Showroom, MP STORES may, at its sole and unilateral option, terminate this MDP Addendum.

6. Transfer of Interest in MDP Addendum. With respect to the MDP Businesses, Section 35 of the Agreement is modified with the addition of the following:

(a) In addition to transfer fees due under the Agreement(s), you will owe MP STORES a MDP Addendum Transfer Fee equal to $7,500 plus any broker fees and other out-of-pocket costs incurred by MP STORES.

6. Ratification. All other terms and conditions of the Agreement are hereby ratified and confirmed.

[*signature page follows*]

Each of the undersigned hereby acknowledges having read and understood this MDP Addendum and consents to be bound by all of its terms.

MOBILITY PLUS STORES, LLC,	_____**,**
A Florida limited liability company	a _____
By: _____	By: _____
Print Name: Richard Peter	Print Name: _____
Title: CEO	Title: _____
Date: _____	Date: _____

EXHIBIT H

PARENT GUARANTY

GUARANTEE OF PERFORMANCE

For value received, MOBILITY PLUS HOLDINGS, LLC, a Florida limited liability company, (the "Guarantor"), located at 601 Brickell Key Drive, Suite 700, Miami, Florida 33131 absolutely and unconditionally guarantees to assume the duties and obligations of **Mobility Plus Stores, LLC,** a Florida limited liability company, located at 601 Brickell Key Drive, Suite 700, Miami, Florida 33131 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2024 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Hoffman Estates, Illinois on the 27th day of February, 2024.

Guarantor: MOBILITY PLUS HOLDINGS LLC

By: DocuSigned by: Richard Peter
01D109E3A7504DB...
Rich Peter, Manager

EXHIBIT I

STATE ADDENDA

MOBILITY PLUS STORES, LLC
ADDENDUM TO THE DISCLOSURE DOCUMENT
FOR THE STATE OF HAWAII

The Mobility Plus Stores, LLC Disclosure Document for use in the State of Hawaii is modified in accordance with the following:

1. For Hawaii franchisees, the conditions under which the franchise can be terminated and rights upon nonrenewal may be affected by Hawaii Revised Statutes, Section 482E-6.

MOBILITY PLUS STORES, LLC
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF ILLINOIS

The Franchise Disclosure Document ("FDD") for MOBILITY PLUS STORES, LLC for use in the State of Illinois is modified in accordance with the following:

The following are added to the Franchise Disclosure Document:

Illinois law governs the franchise agreements.

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

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

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

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming any reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The Office of the Illinois Attorney General requires the Franchisor or affiliates to defer all initial franchise fees until such time as the Franchisor or affiliates have completed all initial obligations owed to the Franchisee under the Franchise Agreement and the Franchisee has commenced doing business. This deferral of the initial franchise fee is required based on the Franchisor's financial condition.

MOBILITY PLUS STORES, LLC
ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF ILLINOIS

This addendum to the Franchise Agreement is agreed to between MOBILITY PLUS STORES, LLC (Franchisor) and _____
_____
(Franchisee) to amend said Agreement as follows:

1. Paragraph 41.g (waiver of punitive damages). is hereby modified by adding the following to the end thereof:

> However, the waiver in this paragraph 41(g) relating to punitive damages shall not apply to the extent prohibited by Section 705/41 of the Illinois Franchise Disclosure Act of 1987 or Illinois Regulations at Section 200.609.

2. Section 41 of the Franchise Agreement is hereby modified by adding the following paragraph:

> "Nothing contained in Section 41(b) of the Franchise Agreement shall constitute a waiver under the Illinois Franchise Disclosure Act."

3. The following provisions are added to the Franchise Agreement and replace any provisions that are in conflict with the following:

> Illinois law governs the franchise agreements.
>
> In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.
>
> Franchisee's rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.
>
> In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

4. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming any reliance on any statement made by any franchisor, franchise seller, or other person

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

5. The Office of the Illinois Attorney General requires the Franchisor or affiliates to defer all initial franchise fees until such time as the Franchisor or affiliates have completed all initial obligations owed to the Franchisee under the Franchise Agreement and the Franchisee has commenced doing business. This deferral of the initial franchise fee is required based on the Franchisor's financial condition.

In witness whereof, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective the date below the signatures.

FRANCHISOR:	FRANCHISEE:
MOBILITY PLUS STORES, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MOBILITY PLUS STORES, LLC
ADDENDUM TO THE MULTI-UNIT DEVELOPMENT ADDENDUM
FOR THE STATE OF ILLINOIS

This addendum to the Multi-Unit Development Addendum is agreed to between MOBILITY PLUS STORES, LLC (Franchisor) and _____
_____
(Developer) to amend said Addendum as follows:

1. The following provisions are added to the Multi-Unit Development Addendum and replace any provisions that are in conflict with the following:

> Illinois law governs the multi-unit development addenda.
>
> In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a multi-unit development addendum that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a multi-unit development addendum may provide for arbitration to take place outside of Illinois.
>
> Developer's rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.
>
> In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

2. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming any reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. The Office of the Illinois Attorney General requires the Franchisor or affiliates to defer all initial franchise fees until such time as the Franchisor or affiliates have completed all initial obligations owed to the Franchisee under the Franchise Agreement and the Franchisee has commenced doing business. This deferral of the initial franchise fee is required based on the Franchisor's financial condition.

In witness whereof, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective the date below the signatures.

[Signature Page Follows]

FRANCHISOR:	DEVELOPER:
MOBILITY PLUS STORES, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MOBILITY PLUS STORES, LLC
ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF INDIANA

This addendum to the Franchise Agreement is agreed to MOBILITY PLUS STORES, LLC (Franchisor) and _____ (Franchisee) to amend said Agreement as follows:

> The Indiana Franchises Law, Title 23, Chapter 2.5, Sections 1 through 51 of the Indiana Code, supersedes any provisions of the Franchise Agreement if such provisions are in conflict with that law.

In witness whereof, each of the undersigned hereby acknowledges having read this Addendum and understands and agrees to be bound by all of its terms as of the dates below.

FRANCHISOR:	FRANCHISEE:
MOBILITY PLUS STORES, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MOBILITY PLUS STORES, LLC
ADDENDUM TO THE MULTI-UNIT DEVELOPMENT ADDENDUM
FOR THE STATE OF INDIANA

This addendum to the Franchise Agreement is agreed to MOBILITY PLUS STORES, LLC (Franchisor) and _____ (Developer) to amend said Addendum as follows:

> The Indiana Franchises Law, Title 23, Chapter 2.5, Sections 1 through 51 of the Indiana Code, supersedes any provisions of the Franchise Agreement if such provisions are in conflict with that law.

In witness whereof, each of the undersigned hereby acknowledges having read this Addendum and understands and agrees to be bound by all of its terms as of the dates below.

FRANCHISOR:	DEVELOPER:
MOBILITY PLUS STORES, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MOBILITY PLUS STORES, LLC
ADDENDUM TO THE DISCLOSURE DOCUMENT
FOR THE STATE OF MARYLAND

1. Item 17.h of the Disclosure Document is amended by the addition of the following language:

"Termination upon bankruptcy of the Franchisor may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.)."

2. Item 17.c. and 17.m. of the Disclosure Document are amended by the addition of the following language:

"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."

3. Item 17.v. of the Disclosure Document is amended by the addition of the following language:

"Franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law."

4. Item 5 of the Disclosure Document is amended by the addition of the following language:

"Payment of the Initial Franchise Fee and the Multi-Unit Development Fee shall be deferred until Franchisor has satisfied all of its pre-opening obligations to Franchisee."

MOBILITY PLUS STORES, LLC
ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF MARYLAND

This Addendum is to a Franchise Agreement between Mobility Plus Stores, LLC (Franchisor) and _____(Franchisee) to amend said Agreement as follows:

1. Article of the Franchise Agreement on Term and Successor Franchises and Section 38(a)(vi) of the Franchise Agreement on Transfer by the Franchisee are amended by the addition of the following language to the original language that appears therein:

> "Any provision requiring Franchisee to execute a general release of any and all claims against Franchisor as a condition of renewal, sale, and/or assignment/transfer shall not apply under Maryland Franchise Registration and Disclosure Law."

2. Article 33 of the Franchise Agreement on Termination by MP STORES is amended by the addition of the following language to the original language that appears therein:

> "Termination upon bankruptcy of the Franchisor may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

3. Sections 43(a) and 40(c) of the Franchise Agreement on Governing Law and Specific Performance; Injunctive Relief:

> "Franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law."

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

> "Any limitation of claims provisions shall not act to reduce the 3 year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise."

6. Section 5(a) of the Franchise Agreement is revised in part as follows:

> "Payment of the Initial Franchise Fee shall be deferred until Franchisor has satisfied all of its pre-opening obligations to Franchisee."

[Signature Page Follows.]

IN WITNESS HEREOF, the parties have signed this Agreement as of the date below the signatures.

FRANCHISOR:	FRANCHISEE:
MOBILITY PLUS STORES, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MOBILITY PLUS STORES, LLC
ADDENDUM TO THE MULTI-UNIT PROGRAM ADDENDUM
FOR THE STATE OF MARYLAND

This Addendum is to a Multi-Unit Development Program Addendum ("MDP Addendum") between Mobility Plus Stores, LLC (Franchisor) and _____(Developer) to amend said Agreement as follows:

1. Section 2 of the MDP Addendum is amended by the addition of the following:

> "Payment of the Initial Franchise Fees shall be deferred until Franchisor has satisfied all of its pre-opening obligations to Franchisee."

IN WITNESS HEREOF, the parties have signed this Agreement on the dates below the signatures.

FRANCHISOR:	DEVELOPER:
MOBILITY PLUS STORES, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MOBILITY PLUS STORES, LLC
ADDENDUM TO THE DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA

The Mobility Plus Stores, LLC Franchise Disclosure Document for use in the State of Minnesota is modified in accordance with the following:

1. Item 13 of the Disclosure Document on "Trademarks" is amended by the addition of the following language to the original language that appears therein:

> "In the event Franchisee's right to the use of any name, mark or commercial symbol licensed hereunder is the subject of any claim, suit or demand (a "threat"), Company shall either defend Franchisee against the threat or indemnify Franchisee from any loss, costs or expenses arising therefrom, provided and on condition, Franchisee:
>
> A. delivers to Company prompt written notice of the threat;
> B. grants Company written authorization to take unrestricted control over the defense and settlement of the threat with counsel of its choice;
> C. did not cause or give rise to the threat due to a material failure to comply with Company's previously communicated trademark usage requirements;
> D. cooperates promptly and fully with Company in the defense, mitigation, and/or settlement of the threat; and
> E. does not jeopardize or compromise any right, defense, obligation or liability of Company, by making any statement to, or entering into any agreement with, the threatening party which does not have the advance written consent of Company, unless required by applicable law."

2. Item 17 of the Disclosure Document is amended by the addition of the following language to the original language that appears therein:

> "With respect to franchises governed by Minnesota law, Company will comply with Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 which require, except in certain specified cases, 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."

3. Item 17 of the Disclosure Document is amended by the addition of the following language to the original language that appears therein:

> "The execution of a general release as a condition for renewal or for assignment of the franchise shall be inapplicable to franchises operating in Minnesota."

4. Item 17 of the Disclosure Document is amended by the addition of the following language to the original language that appears therein:

> "Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the Disclosure

Document or agreement can abrogate or reduce any your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction."

5. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming any reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

MOBILITY PLUS STORES, LLC
ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF MINNESOTA

This Addendum is to a Franchise Agreement between Mobility Plus Stores, LLC (Company) and _____(Franchisee) to amend said Agreement as follows:

1. Article 4 of the Franchise Agreement on Term and Successor Franchises and Article 33 of the Franchise Agreement on termination by Company are amended by the addition of the following language to the original language that appears therein:

> "Minnesota law provides franchisees with certain termination and non-renewal rights. Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, 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. These provisions of Minnesota law are hereby incorporated by reference in this Agreement."

2. Article 4 of the Franchise Agreement on Term and Successor Franchises and Article 38 of the Franchise Agreement on Transfer are amended by the addition of the following language to the original language that appears therein:

> "The execution of a general release upon transfer shall be inapplicable to franchises operating in Minnesota."

3. Article 29 of the Franchise Agreement on Authorized Marks is amended by the addition of the following language to the original language that appears therein:

> "In the event Franchisee's right to the use of any name, mark or commercial symbol licensed hereunder is the subject of any claim, suit or demand (a "threat"), Company shall either defend Franchisee against the threat or indemnify Franchisee from any loss, costs or expenses arising therefrom, provided and on condition, Franchisee:
>
> A. delivers to Company prompt written notice of the threat;
> B. grants Company written authorization to take unrestricted control over the defense and settlement of the threat with counsel of its choice;
> C. did not cause or give rise to the threat due to a material failure to comply with Company's previously communicated trademark usage requirements;
> D. cooperates promptly and fully with Company in the defense, mitigation, and/or settlement of the threat; and
> E. does not jeopardize or compromise any right, defense, obligation or liability of Company, by making any statement to, or entering into any agreement with, the threatening party which does not have the advance written consent of Company, unless required by applicable law."

4. Sections 43(a) and 40(c) of the Franchise Agreement on Governing Law and Specific Performance; Injunctive Relief are amended by the addition of the following language to the original language that appears therein:

> "Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the Disclosure Document or agreement can abrogate or reduce any your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction."

5. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming any reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

In witness whereof, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective as of the date below the signatures.

FRANCHISOR:	FRANCHISEE:
MOBILITY PLUS STORES, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MOBILITY PLUS STORES, LLC
ADDENDUM TO THE MULTI-UNIT DEVELOPMENT ADDENDUM
FOR THE STATE OF MINNESOTA

This addendum to the Multi-Unit Development Addendum (MDP Addendum) is agreed to MOBILITY PLUS STORES, LLC (Franchisor) and _____ (Developer) to amend said Agreement as follows:

1. Section 5(b) of the MPD Addendum is amended by the addition of the following language to the original language that appears therein:

> Minnesota law provides franchisees with certain termination and non-renewal rights. Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, 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. These provisions of Minnesota law are hereby incorporated by reference in this Agreement."

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

3. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming any reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

In witness whereof, each of the undersigned hereby acknowledges having read this Addendum and understands and agrees to be bound by all of its terms as of the dates below.

FRANCHISOR:	DEVELOPER:
MOBILITY PLUS STORES, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MOBILITY PLUS STORES, LLC
ADDENDUM TO THE DISCLOSURE DOCUMENT
FOR THE STATE OF NEW YORK

The Mobility Plus Stores, LLC Offering Prospectus for use in the State of New York is modified in accordance with the following:

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 STREET, 21st FLOOR, NEW YORK, NEW YORK 10005-1495. 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 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 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 a 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 of 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 franchise 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.

MOBILITY PLUS STORES, LLC
ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF NEW YORK

This Addendum is to a Franchise Agreement by and between Mobility Plus Stores, LLC (Franchisor) and _____(Franchisee) to amend said Agreement as follows:

1. Section 4 of the Franchise Agreement on Renewal and Section 38 of the Franchise Agreement on Transfer by Franchisee amended by the addition of the following language to the original language that appears therein:

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 the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

2. Section 37 of the Franchise Agreement on Transfer by Franchisor shall be amended by the addition of the following language to the original language that appears herein:

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.

3. Section 43(a) of the Franchise Agreement on Governing Law/Consent to Jurisdiction shall be amended by the addition of the following language to the original language that appears therein:

The foregoing choice of law shall not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by the provisions of Article 33 of the General Business Law of the State of New York.

4. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming any reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[Signature Page Follows]

In witness whereof, each of the undersigned hereby acknowledges having read this Addendum and understands and agrees to be bound by all of its terms as of the dates below.

FRANCHISOR:	FRANCHISEE:
MOBILITY PLUS STORES, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

The Franchisor represents that this offering prospectus does not knowingly omit any material fact or contain any untrue statement of a material fact.

MOBILITY PLUS STORES, LLC
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF RHODE ISLAND

1. Item 17 of the Franchise Disclosure Document is amended by the addition of the following:

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

2. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MOBILITY PLUS STORES, LLC
ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF RHODE ISLAND

This addendum to the Franchise Agreement is by and between Mobility Plus Stores, LLC and _____ (Franchisee) to amend said Agreement as follows:

1. Section 40(f) of the Franchise Agreement on Arbitration is amended by the addition of the following language to the original language that appears therein:

> "Rhode Island law provides with respect to a claim enforceable under the Rhode Island Franchise Investment Act, that any provision in a franchise agreement which restricts jurisdiction or venue outside of Rhode Island is void. Accordingly, arbitration of a claim enforceable under the Act will be conducted in Rhode Island unless the franchisee agrees otherwise."

2. Section 43(a) of the Franchise Agreement on Governing Law is amended by the addition of the following language to the original language that appears therein:

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

3. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[Signature Pages Follow.]

IN WITNESS HEREOF, the parties have signed this Agreement as of the date below the signatures.

FRANCHISOR:	FRANCHISEE:
MOBILITY PLUS STORES, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MOBILITY PLUS STORES, LLC
ADDENDUM TO DISCLOSURE DOCUMENT
FOR THE COMMONWEALTH OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Mobility Plus Stores, LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following is added to Item 5:

The Virginial State Corporate Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owned by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

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 does not constitute "reasonable cause, "as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming any reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MOBILITY PLUS STORES, LLC
ADDENDUM TO FRANCHISE AGREEMENT
FOR USE IN COMMONWEALTH OF VIRGINIA

This addendum to the Franchise Agreement is by and between Mobility Plus Stores, LLC (Franchisor) and _____ (Franchisee) to amend said Agreement as follows:

1. Section 5(a) of the Franchise Agreement on "Initial Franchise Fee" is amended by the addition of the following:

> The Virginia State Corporate Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owned by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

2. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming any reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. Except as expressly modified hereby, the Franchise Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF the parties hereto have executed, sealed and delivered this Agreement in counterparts on the date below the signatures.

FRANCHISOR:	FRANCHISEE:
MOBILITY PLUS STORES, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MOBILITY PLUS STORES, LLC
ADDENDUM TO THE MULTI-UNIT DEVELOPMENT PROGRAM ADDENDUM
FOR THE COMMONWEATLH OF VIRGINIA

This addendum to the Multi-Unit Development Program Addendum ("MDP Addendum") is by and between Mobility Plus Stores, LLC ("Franchisor") and _____ ("Developer") to amend said Agreement as follows:

1. The Virginial State Corporate Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owned by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

2. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming any reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. Except as expressly modified hereby, the MDP Addendum shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF the parties hereto have executed, sealed and delivered this Agreement in counterparts on the date below the signatures.

FRANCHISOR:	DEVELOPER:
MOBILITY PLUS STORES, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MOBILITY PLUS STORES, LLC
ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF WISCONSIN

This Addendum is agreed by and between MOBILITY PLUS STORES, LLC and _____(Franchisee) to amend said Agreement by including the following language:

> The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provisions of the Franchise Contract or Agreement if such provisions are in conflict with that law.
>
> No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

In witness whereof, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective as of the date below the signatures.

FRANCHISOR:	FRANCHISEE:
MOBILITY PLUS STORES, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MOBILITY PLUS STORES, LLC
ADDENDUM TO THE MULTI-UNIT DEVELOPMENT ADDENDUM
FOR THE STATE OF WISCONSIN

This Addendum is agreed by and between MOBILITY PLUS STORES, LLC and _____(Developer) to amend said Addendum by including the following language:

> The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provisions of the Franchise Contract or Agreement if such provisions are in conflict with that law.
>
> No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

In witness whereof, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective as of the date below the signatures.

FRANCHISOR:	DEVELOPER:
MOBILITY PLUS STORES, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

STATE EFFECTIVE DATES

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

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

State	Effective Date
Illinois	April 18, 2024
Indiana	September 12, 2023, as amended April 18, 2024
Michigan	September 13, 2023
Minnesota	August 16, 2024
New York	Pending
Rhode Island	June 12, 2024
Virginia	August 21, 2024
Wisconsin	September 11, 2023, as amended April 18, 2024

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

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

If Mobility Plus Stores, 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 Mobility Plus Stores, 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 No.
Richard Peter	601 Brickell Key Drive, Suite 700, Miami, FL 33131	(312) 498-6624
Spencer Jackson	601 Brickell Key Drive, Suite 700, Miami, FL 33131	(708) 294-3822
Michael Peter	601 Brickell Key Drive, Suite 700, Miami, FL 33131	(847) 867-6086
Jorge Alfonso	601 Brickell Key Drive, Suite 700, Miami, FL 33131	(708) 294-8966

Issuance Date: April 8, 2024

I received a disclosure document dated April 8, 2024, that included the following Exhibits:

A. State Administrators and Agents for Service of Process
B. Franchise Agreement
C. Form of General Release
D. Financial Statements
E. Manual Table of Contents
F. Current and Former Franchisees
G. Multi-Unit Development Program Addendum
H. State Addenda

Signature: _____

Print Name: _____

Date Received: _____

Keep This Copy For Your Records

RECEIPT

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

If Mobility Plus Stores, 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 Mobility Plus Stores, 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 No.
Richard Peter	601 Brickell Key Drive, Suite 700, Miami, FL 33131	(312) 498-6624
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Issuance Date: April 8, 2024

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B. Franchise Agreement
C. Form of General Release
D. Financial Statements
E. Manual Table of Contents
F. Current and Former Franchisees
G. Multi-Unit Development Program Addendum
H. Parent Guaranty
I. State Addenda

Signature: _____

Print Name: _____

Date Received: _____

Return this copy to us at Mobility Plus Stores, LLC,
601 Brickell Key Drive, Suite 700, Miami, FL 33131.