FRANCHISE DISCLOSURE DOCUMENT

MORRISON PLUS FRANCHISING, LLC
California limited liability company
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The franchisee will operate a residential and commercial real property inspection business under the "Morrison Plus Property Inspection" trademarks.

The total investment necessary to begin operation of a Morrison Plus Property Inspections franchise ranges from $~~44~~49,300 to $~~83~~88,336 for a new franchise, or $~~34~~38,936 to $~~76,306~~74,806 for a conversion franchise. This includes $~~30~~42,180 to $~~57,030~~62,680 that must be paid to the franchisor.

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 the disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

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 accountant.

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

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

Issuance Date: ~~May 10, 2024~~January 17, 2025

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit H.
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 F 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 Morrison Plus Property Inspections 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 Morrison Plus Property Inspections franchisee?	Item 20 or Exhibit H lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in California. 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 California than in your own state.

2. **Spouse Liability.** Your spouse must sign a document that makes your spouse liable for your financial obligations under the franchise agreement, even though your spouse has no ownership interest in the business. This guarantee will place both your and your spouse's personal and marital assets, perhaps including your house, at risk if your franchise fails.

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

4. **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.

5. **Minimum Sales Performance Requirements.** You must maintain minimum sales performances levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

6. **Franchisor Purchase Requirements.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, 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 franchised business.

7. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

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

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

To simplify the language in this disclosure document, the terms "Franchisor", or "we" or "us" means Morrison Plus Franchising, LLC, the Franchisor. The terms "we", "us" and "Franchisor" do not include you, the "Franchisee". We refer to the purchaser(s) of a Morrison Plus Property Inspections franchise, as "you" or "Franchisee", whether an individual, a partnership, corporation, or limited liability company. If you are a corporation, partnership or other entity, our Franchise Agreement also will apply to your owners, officers and directors. If you are married and your spouse is not a partner in the franchise business, certain provisions of our Franchise Agreement will also apply to that spouse.

We were formed as a limited liability company in the State of California on August 14, 2017. Our principal business address is 504 E. Route 66, Suite 102, Glendora, CA 91740, and our telephone number is 866-881-5027. We do business under our company name, "Morrison Plus Property Inspections" and its associated design (the "Marks"). Our affiliate, Morrison Property Inspections, Inc., has registered, or has filed for registration, our primary service marks on the Principal Register of the United States Patent and Trademark Office. We do not own or operate any businesses of the type you will be operating. We have not offered franchises in any other line of business. We only offer franchises which operate under the " Morrison Plus Property Inspections" Marks. We began offering franchises on November 14, 2017.

The principal business addresses of our agents for service of process are shown on Exhibit A.

Our Parents, Predecessors and Affiliates

We have an affiliated company, Morrison Property Inspections, Inc., a California corporation with a principal place of business at 504 E. Route 66, Suite 102, Glendora, CA 91740. Morrison Property Inspections, Inc., and is the owner of the certain of our Marks and has exclusively licensed use of the Marks to us. Morrison Property Inspections, Inc., has operated a residential and commercial real property inspection business in Los Angeles, California, and the surrounding counties, using the Marks since April 2007. Morrison Property Inspections, Inc., has not offered franchises in this or in any other lines of business previously.

The Franchise Offered:

We offer franchises for the right to operate a residential and commercial real property inspection business under the Morrison Plus Property Inspection Marks and using our distinctive operating procedures and standards in a designated area (the "Franchised Business"). The Franchised Business will provide comprehensive residential and commercial real property inspection services and reports for real estate purchasers and sellers. These services include, but are not limited to, inspection of a property's roof, foundation, mechanical, electrical and plumbing systems, fireplaces, pools, and spas. If qualified, your Franchised Business may offer light industrial inspections, including inspection of warehouses, shopping centers, office buildings, restaurants, and medical facilities. If qualified, you may also offer additional inspection and enhancement services, which includes mold testing, sewer inspections, chimney inspections, drone enhancement, sprinkler inspections, radon testing, shed inspections, and repair estimates. The distinguishing characteristics of the Franchised Business include, but are not limited to, our distinctive and uniform trade dress standards, service

standards, client communication standards, and standards for management, training, and marketing, all of which may be changed, improved or further developed by us at any time (the "System").

Market and Competition:

The market for your Franchised Business consists of residential and commercial real estate buyers and owners. The market for our services is not seasonal but does have peak periods. The market may also be affected by economic conditions and the amount of real estate transactions in your designated territory.

The residential and commercial real property inspection industry is highly competitive. You will compete with real property inspectors, including national, regional and local agencies, offering services similar to those offered by your Franchised Business. There are other property inspection franchises, as well as independent businesses and individual providers that may offer similar services and products. You will also compete with remediation and repair businesses, who may provide inspection as part of their services, for property owners. These include companies and individuals who provide pool/spa, environmental remediation, roofing or other services.

Industry Specific Regulations:

Within twelve (12) months of commencing operation of your Franchised Business, your or your general manager must obtain a certification in real property inspection from a state- or nationally-recognized organization that we approve. This certification must remain current through the term of the Franchise Agreement.

Some states have licensing, training, certification or registration requirements applicable to some or all of the services you and your employees will be providing through your Franchised Business. You may be required to pay a fee to the state agency or association responsible for enforcing these requirements. Some states may require a minimum level of education or related work experience to obtain licenses. You may be required to attend state-mandated training classes. We will reimburse you for the cost of state-mandated training and deem aspects of our initial management training program satisfied. If you attend state-mandated training, we will determine the amount of our initial training you must also attend.

You must comply with all local, state and federal laws and regulations that apply to the operation of your Franchised Business, including, among others, business operations, insurance, discrimination, and employment laws. Your advertising of the Franchised Business is regulated by the Federal Trade Commission. There may be federal, state and local laws which affect your Franchised Business in addition to those listed here. You will be responsible for investigating and complying with any such laws in your designated territory. You should consider both their effect on your business and the cost of compliance. You should thoroughly investigate all of these laws and requirements before purchasing a Morrison Plus Property Inspections franchise.

ITEM 2: BUSINESS EXPERIENCE

President: Duane Morrison

Duane is our co-founder and owner~~,~~ and has served as our President since our company's inception. Duane is also the co-owner, president and principal inspector of our affiliate Morrison

Property Inspections, Inc., which has been performing property inspections since January 2007 in the Los Angeles, California, metropolitan area.

Vice President: Rosanna Morrison

Rosanna is our co-founder and owner, and has served as our Vice President since April 2020. She previously served as our secretary since our company's inception. Rosanna is also the co-owner and vice-president of our affiliate Morrison Property Inspections, Inc., where she also serves as scheduling manager and mold consultant, positions she has held since January 2007. Rosanna formerly owned and served as president of the Allstate Insurance Company agency in Baldwin Park, California since August 2011 and December 2017. She remains an active insurance agent for Allstate. Rosanna further is a sales agent with Keller Williams Realty in Los Angeles, a position she has had since April 2004. She holds Property & Casualty Licenses and Life & Health Insurance Licenses in the State of California.

VP of Franchise Growth: Graham Eichman

Graham is the VP of Franchise Growth of ~~Missions~~Morrison Plus Property Management in beginning in December of 2023 located at Glendora, CA. He is also an Owner/Principal Consultant of SilcoxPartners, LLC in Portland OR beginning in October of 2019. Previously he was the Director of Business Development at Singlemind from May of 2020 until October of 2023 in Portland OR. Prior he was the Director of Business Development at AltSource Inc. in Portland OR from January of 2016 until November of 2019.

ITEM 3: LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4: BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

ITEM 5: INITIAL FEES

We will charge you an initial franchise fee ("Initial Franchise Fee") when you sign the Franchise Agreement. The Initial Franchise Fee is based on the number of households in your Protected Area. For a Protected Area containing 75,000 to 125,000 households, the Initial Franchise Fee is ~~Thirty-Five~~Forty Thousand Dollars ($~~35~~40,000.00). For a Protected Area containing 125,001 to 250,000 households, the Initial Franchise Fee is ~~Fifty-Five~~Sixty Thousand Dollars ($~~55~~60,000.00). This payment is fully earned by us and due in lump sum when you sign the Franchise Agreement. The Initial Franchise Fee is not refundable under any circumstance.

From time to time, we may offer special incentive programs as part of our franchise development activities. We reserve the right to offer, modify or withdraw any incentive program without notice to you. We currently offer an incentive whereby we will discount the Initial Franchise Fee for a second and each subsequent Franchise Agreement you sign with us.

We also offer to discount the Initial Franchise Fee for current property inspection business owners who desire to convert their business to Morrison Plus Property Inspections Franchise. For a Protected Area containing 75,000 to 125,000 households, the Initial Franchise Fee is ~~Twenty-Eight~~Thirty-Two Thousand Dollars ($~~28~~32,000.00). For a Protected Area containing 125,001 to

250,000 households, the Initial Franchise Fee is Forty-~~Nine~~Eight Thousand ~~Five Hundred~~ Dollars (~~$49,500~~48,000.00). The offering of a conversion franchise shall be in our sole and absolute discretion and shall be based on a review, to our satisfaction, of any and all financial and operational information that we may request.

We currently offer a discount on the Initial Franchise Fee to veterans of the U.S. armed forces who have been honorably discharged from the military and who otherwise meet our requirements. For a Protected Area containing 75,000 to 125,000 households, the Initial Franchise Fee is Twenty-Eight Thousand Dollars ($28,000.00). For a Protected Area containing 125,001 to 250,000 households, the Initial Franchise Fee is Forty-Nine Thousand Five Hundred Dollars ($49,500.00).

You are required to purchase a Grand Opening Marketing Package from us that includes branded promotional items from us at a cost of $2,180 at least 30 days prior to opening your outlet.

ITEM 6: OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	7.0% of cumulative calendar year Gross Revenue up to $400,000; 6.5% of cumulative calendar year Gross Revenue from $400,001 to $600,000; 6.0% of cumulative calendar year Gross Revenue from $600,001 to $800,000; and 5.5% of cumulative calendar year Gross Revenue over $800,001, with a minimum semi-monthly royalty in the following amounts: Year 1, $150; Year 2, 200; Year 3 – end of term, $300.	The 5th and 20th days of each calendar month.	Payable to us. See footnote 1.

Type of Fee	Amount	Due Date	Remarks
Required Minimum Expenditure for Local Marketing and Advertising	During the first thirty (30) days of operation, you will spend approximately $2,000 to $2,500 on an initial marketing campaign, which includes joining a realtor board or association and sponsoring an event. Thereafter, you are required to spend at least $400 per month on local advertising and marketing.	As incurred.	Payable to third-party suppliers. All advertising must be approved by us. See Item 11. See footnote 2.
System Marketing Fund Contribution	Up to 3% of Gross Revenue.	The 5th and 20th days of each calendar month.	Payable directly to the System Marketing Fund. See footnote 3.
Advertising Cooperative	Up to one-half of your required minimum local advertising expenditure.	As determined by cooperative.	No cooperatives have been established as of the date of this Disclosure Document. You are required to join an advertising cooperative if one is formed. Cooperatives will be comprised of all franchised Morrison Plus Property Inspection outlets in a designated geographic area, or we may establish a national cooperative comprised of all franchised Morrison Plus Property Inspection outlets. Our affiliate-owned outlets may participate in an advertising cooperative, in our sole discretion. See footnote 4.

Type of Fee	Amount	Due Date	Remarks
Technology Fees	As we determine	As we determine	Currently, no Technology Fee is imposed. We reserve the right to impose a fee for software license or maintenance, website hosting and maintenance, franchisee web portal access, or other technology services we may provide. The Tech fee will not exceed ~~$100~~200/month.
Call Center	$25 per scheduled inspection	As determined by call center service provider and/or us.	You are required to pay to the call center or to us fees for all calls for services directed to you in accordance with such call center's then-current fee schedule.
Late Charge	$100	As incurred	If you fail to pay us the Royalty Fee, System Marketing Fund Fee, or if you fail to submit your Gross Revenue report when due, we may charge you ~~$75~~100 for each late submission in addition to interest charges explained below.
Interest Charge	~~1.57~~% per month from due date, or maximum allowed by law	As incurred	If you fail to pay us any amount when due, we may charge you interest on the unpaid balance until the payment is received.
Insufficient Funds Fee	$150	As incurred	If your check is returned or an electronic funds transfer from your bank account is denied for insufficient funds, for each occurrence we may charge you an Insufficient Funds Fee.
Renewal Fee	$2,500	Before signing renewal agreement	Payable to us. See Item 17.
Renewal Paperwork Processing Fee	$575	Before signing renewal agreement	Payable to us. See Item 17.

Type of Fee	Amount	Due Date	Remarks
Transfer Fee	75% of the then-current initial franchise fee. For transfer to: (i) an existing franchisee in good standing, the transfer fee is 50% of the then-current initial franchise fee, (ii) owner(s) of the franchisee entity that does not change management control, the transfer fee is $1,500 and (iii) a spouse, parent or child upon death or permanent disability, the transfer fee is $3,500.	Upon approval of the transfer	Payable to us. See Item 17
Interim Management Fee	Our then-current fee, which is currently $500 per day, during the term of interim management, plus all travel related and other expenses.	As incurred.	We may impose this fee (in addition to all regularly occurring fees such as the Royalty Fee and System Marketing Fund Contributions), payable to us, if we provide interim management of your Franchised Business due to lack of manager, default, death or disability.
Initial Training	No charge for initial training of up to two (2) people who attend the same training session. You pay all travel and other related expenses incurred by all trainees. The current fee to train subsequently hired personnel is $300 per person per day.	Travel and related expenses are due as incurred.	Initial training takes place in Glendora, California. You must pay the incidental costs of attendance, which include but are not limited to, airfare, transportation, hotel and food costs for all trainees. Incidental costs are payable to third-party suppliers. Fees for additional or subsequent trainees are payable to us. We will provide you with a trainer for up to two (2) days at your location within sixty (60) following your opening. See Item 11.

Type of Fee	Amount	Due Date	Remarks
Additional Training	A reasonable fee for all System training programs. You pay all travel and other related expenses incurred by you and your personnel to attend training.	As incurred.	See footnote 5.
Remedial Training Fee	Our then-current trainer per diem rate plus expenses. Our current per diem rate is $400 per day, plus travel and other expenses.	As incurred.	We may impose this fee, payable to us, if you request additional training in your territory from time-to-time, or if you are operating below our standards and we require you to have additional training. You must also pay all costs of our trainer, which include but are not limited to, airfare, transportation, hotel and meals.
Examination of Books and Records	Cost of examination plus related expenses.	As incurred.	We have the right under the Franchise Agreement to examine your books, records and tax returns. If an examination reveals that you have understated any Gross Revenue report by two percent (2%) or more, you must pay to us the cost of the audit and all travel and related expenses, in addition to repaying monies owed and interest on the monies owed.
Evaluation Fee	$750	As incurred.	Payable to us. See footnote 6.
Confidential Operating Manual Replacement Fee	$600, or our then-current fee	As incurred	Paid to us
Quality Review Services	Varies	As incurred	Payable to third-party providers. See footnote 7.

Type of Fee	Amount	Due Date	Remarks
Liquidated Damages	Up to 36 months of Royalty Fees and System Marketing Fund Contributions	Upon termination of the Franchise Agreement due to your default.	If your Franchise Agreement is terminated due to your default, you must pay us the average monthly Royalty Fee and System Marketing Fund Contribution payable by you for the 12 months prior to your default multiplied by the lesser of 36 months or the number of months remaining in the term of your Franchise Agreement.
Indemnification	Amount of loss or damages plus costs	As incurred.	See footnote 8.
Damages, Costs and Expenses for Non-compliance	Actual damages, costs and expenses	As incurred.	See footnote 9.
Insurance	Amount paid by us for your insurance obligations, plus a ten percent (10%) administrative fee and other actual expenses	As incurred	You must reimburse us for any insurance costs and other fees we incur due to your failure to meet the insurance obligations required by the Franchise Agreement.
Taxes	Amount of taxes	When incurred.	You must reimburse us for any taxes that we must pay to any taxing authority on account of either the operation of your Franchised Business or payments that you make to us, including, but not limited to any sales taxes or income taxes imposed by any authority.

All fees and expenses described in this Item 6 are nonrefundable and are uniformly imposed. Except as otherwise indicated in the preceding chart, we impose all fees and expenses listed and you must pay them to us.

[1] "Gross Revenue" includes all revenues and income from any source derived, invoiced or received, by you from, through, by or on account of the operation of the Franchised Business whether invoiced only or received in cash, in services, in kind, from barter and/or exchange, on credit (whether or not payment is actually received) or otherwise. It does not include (i) any sales tax or similar taxes collected from customers and turned over to the governmental authority imposing the tax, (ii) properly

documented refunds to customers, or (iii) properly documented promotional discounts (i.e. vouchers). At our request, you must execute documents that allow us to automatically take the Royalty Fee from business bank accounts via electronic funds transfers. Interest and late fees will apply to any late payments or electronic funds transfer requests denied due to insufficient funds.

[2] Upon our request, you must furnish us with a quarterly report and documentation of local advertising expenditures during the previous calendar quarter.

[3] We may increase the System Marketing Fund contribution at any time, provided that, your total required minimum expenditures for System Marketing Fund will not exceed the three percent (3%) of your Gross Revenue.

[4] You may be required to contribute up to one-half of your local advertising expenditure to an advertising cooperative, if one is established. This contribution is in addition to your required contributions to the System Marketing Fund. Any contributions made by you to the advertising cooperative shall be credited against your required expenditures for local advertising.

[5] We may offer mandatory and/or optional additional training programs from time to time. If we require it, you must participate in additional training, including attendance at a national business meeting or annual convention, for up to five (5) days per year, at a location we designate. We reserve the right to impose a reasonable fee for all additional training programs, including the national business meeting or annual convention. You are responsible for any and all incidental expenses incurred by you and your personnel in connection with additional training or attendance at Franchisor's national business meeting or annual convention, including, without limitation, costs of travel, lodging, meals and wages.

[6] If you wish to purchase, lease or use any, equipment, supplies, services or other items unapproved or from an unapproved supplier, you must request our prior written approval. As a condition to our approval, we may require inspection of the proposed supplier's facilities and evaluation and testing of the proposed item or service.

[7] We may establish quality assurance programs conducted by third-party providers, such as, by way of example only, customer satisfaction surveys and periodic quality audits, to monitor the operations of your Franchised Business. If we require it, you must subscribe and pay the fees for any such program.

[8] You must indemnify and hold us, our parent and affiliates, and all of our respective officers, directors, agents and employees harmless from and against any and all claims, losses, costs, expenses, liability and damages arising directly or indirectly from, as a result of, or in connection with your business operations under the Franchise Agreement, as well as the costs, including attorneys' fees, of defending against them.

[9] If you breach the Franchise Agreement, you must pay us all damages, costs and expenses, including reasonable attorneys' fees, we incur in obtaining any remedy, injunctive or other relief to enforce the provisions of the Franchise Agreement.

ITEM 7: **ESTIMATED INITIAL INVESTMENT**
YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Initial Franchise Fee[1]	$~~35~~40,000 - $~~55~~60,000	Lump sum payment in cash or available funds.	Upon signing the Franchise Agreement.	Us
Your Training Expenses[2]	$1,242 - $2,500	As required for suppliers of books, materials, transportation, lodging & meals	As required by suppliers of books, materials, transportation, lodging & meals.	Suppliers of books, materials, transportation, lodging & meals.
Vehicle[3]	$0 - $2,000	As required by lessor or vendor	Before opening	Vehicle lessor or vendor
Vehicle Signage[4]	$475 - $800	As incurred	Before opening	Suppliers
Office Furniture, Fixtures, and Supplies[5]	$150- $800	As required by supplier	Before opening	Suppliers
Equipment[6]	$820 - $1,400	As required by supplier	Before opening	Suppliers
Licenses and Permits[7]	$50 -$360	As required by government agencies	Before opening, as required by government agencies	Government Agencies
Computer Systems[8]	$674 - $4,773	As required by suppliers	Before opening	Suppliers
Payroll Service Fees	$200	As required by suppliers	Before opening	Suppliers
Membership/Association Dues[9]	$49 - $410	As required by trade organization	Before opening	Trade Association
Initial Inventory to Begin Operating[10]	$506 - $663	As required by suppliers	Before opening	Suppliers
Professional Fees[11]	$1,204 - $4,000	As required by providers	As incurred	Attorney, Accountant, Other Professional Service Providers
Grand Opening Marketing[12]	$2,180 - $2,680	As required by supplier/Us	As required by supplier/Us	Us

Insurance[13]	$1,250 - $1,750 (quarterly)	As required by insurer	Before opening	Insurer
Operating Expenses / Additional Funds – 3 months[14]	$500 - $6,000	As incurred	Pay per period wages, other purchases according to agreed-upon terms	Employees, suppliers, etc.
TOTAL:	$~~44~~49,300 to $~~83~~88,336			

Conversion Franchise:

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Initial Franchise Fee[1]	$~~28~~32,000 – $~~49,500~~48,000	Lump sum payment in cash or available funds.	Upon signing the Franchise Agreement.	Us
Your Training Expenses[2]	$1,242 - $1,900	As required for materials, transportation, lodging & meals	As required by suppliers of materials, transportation, lodging & meals.	Suppliers of materials, transportation, lodging & meals.
Vehicle[3]	$0 - $2,000	As required by lessor or vendor	Before opening	Vehicle lessor or vendor
Vehicle Signage[4]	$475 - $800	As incurred	Before opening	Suppliers
Office Furniture, Fixtures, Equipment and Supplies[5]	$0- $350	As required by supplier	Before opening	Suppliers
Equipment[6]	$0 - $1,200	As required by supplier	Before opening	Suppliers
Licenses and Permits[7]	$0 -$250	As required by government agencies	Before opening, as required by government agencies	Government Agencies
Computer Systems[8]	$674 - $4,773	As required by suppliers	Before opening	Suppliers
Payroll Service Fees	$200	As required by suppliers	Before opening	Suppliers
Membership/Association Dues[9]	$0 - $410	As required by trade organization	Before opening	Trade Association

Initial Inventory to Begin Operating[10]	$461 -$493	As required by suppliers	Before opening	Suppliers
Professional Fees[11]	$1,204 -$4,000	As required by providers	As incurred	Attorney, Accountant, Other Professional Service Providers
Grand Opening Marketing[12]	$2,180 - $2,680	As required by supplier/Us	As required by supplier/Us	Us
Insurance[13]	$0 -$1,750 (quarterly)	As required by insurer	Before opening	Insurer
Operating Expenses / Additional Funds – 3 months[14]	$500 -$6,000	As incurred	Payroll weekly, other purchases according to agreed-upon terms	Employees, suppliers, etc.
TOTAL	$~~34~~38,936 to $~~76,306~~74,806			

[1] Please see Item 5 for information on incentive programs that may offer a discount on the Initial Franchise Fee.

[2] The cost of the Initial Management Training Program for up to two (2) people is included in the Initial Franchise Fee. Prior to attending the Program, you must purchase certain books and course materials and complete pre-course applications. The chart estimates the costs for books and course materials, and transportation, lodging, and meals for your trainees. These incidental costs are not included in the Initial Franchise Fee. Your costs will depend on the number of people attending training, their point of origin, method of travel, class of accommodation and living expenses. The duration of the training program is up to seven (7) to nine (9) days. This estimate does not include employee wages.

[3] You must use a vehicle of the make, model and age we require, for travel to your customers' properties. You may use a vehicle you currently own, if we determine, in our sole discretion, that it meets our specifications, and we give our consent. For a vehicle you already own, we require that it have a white exterior, is less than five (5) years old, and is in excellent operating condition and appearance. If you must purchase a vehicle, we list current acceptable manufacturer/models in our operations manual. The high end of the
above estimate represents three (3) months of car payments. We anticipate that you will be able to secure a vehicle with no down payment required. Based on our experience, you can purchase a vehicle with no money down at 1.9% APR. If a down payment is required, your cost may be higher. You must maintain your vehicle in good working order, cleanliness and appearance and promptly repair any visible exterior damage, including but not limited to, dents and scratches.

[4] You are required to have graphics with signage bearing the Marks for installation on the exterior of your vehicle.

[5] You are permitted to operate from an office in your home initially. Your home office will require a

desk, chair, filing and storage cabinetry and sufficient lighting. You may already have necessary furniture and fixtures, or you may need to purchase items. The cost of furniture and fixtures will vary depending on your suppliers and design preferences. You will need miscellaneous office supplies and consumables. Once your annual revenues reach $300,000 or more, you are required to move the into commercial office space. Conversion franchisees who already operate from commercial office space will need to purchase graphics or signage for their office window or door.

[6] You will need a variety of inspection equipment and tools, including a camera, infrared device and accessories, ladder, screwdriver, outlet tester, flashlight, gloves, respiratory mask, crawl suit, binoculars, water pressure gauge, and voltage tester.

[7] You are responsible for applying for, obtaining and maintaining all required permits and licenses necessary to operate your Franchised Business. This estimate includes the cost of local business licenses that typically remain in effect for 1 year. This estimate further includes the initial cost of licenses, certifications and/or permits that may be required by you or your employees to provide services offered by the Franchise. The costs of permits and licenses will vary by location.

[8] We require you to purchase computer systems and software meeting our minimum specifications for use in your Franchised Business. This estimate includes the cost of a computer and a smartphone, and the purchase, enrollment in, installation of, and access to the software we require. You must also have Internet and other telecommunications equipment and services in accordance with our standards to permit electronic transmission of reports and revenue and customer information. We reserve the right to change your requirements for computer hardware and software at any time.

[9] You are required to maintain a membership with the American Society of Home Inspectors (ASHI), International Association of Certified Home Inspectors (InterNACHI), or if you are in California, the California Real Estate Inspection Association (CREIA).

[10] You will need an initial inventory of towels, face masks required for COVID-19 related mask mandates, and other consumables. The above estimate also includes the uniform costs for one inspector, which consists of 6 shirts, 6 pants and 2 hats.

[11] You may incur professional fees depending on the scope of work performed, which may include, legal and accounting fees to review franchise documents and costs of forming a separate legal entity. This list is not exhaustive. This amount will vary greatly depending on your specific needs and location. We strongly recommend that you seek the assistance of professional advisors when evaluating this franchise opportunity, this disclosure document and the Franchise Agreement. It is also advisable to consult these professionals to review any other contracts that you will enter into as part of starting your Franchised Business.

[12] You are required to purchase a Grand Opening Marketing Package that includes business cards, a branded banner, branded presentation folders with appropriate inserts, branded trifolds, branded pens and note pads, and other branded promotional items that may be specified based on your Protected Area. You are also required to join a realtor board in your Protected Area and sponsor at least one event.

[13] Before you open for business, you must purchase and maintain at your sole cost and expense the insurance coverage that we specify. The minimum insurance required is comprehensive general liability insurance, including coverage for errors and omissions and personal and advertising injury, in the amount of ~~at one million dollars ($1,000~~five hundred thousand dollar ($500,000) per

occurrence and one million dollars ($1,000,000) in the aggregate; property and casualty insurance in an amount of fifty thousand dollars ($50,000) or such higher amount to cover the full replacement value of your equipment, furniture, fixtures, vehicles and inventory; business interruption insurance in an amount no less than the greater of (i) One Hundred Thousand Dollars ($100,000.00) or (ii) an amount necessary to satisfy your obligations under the franchise agreement and any lease for the Franchised Business office for a minimum period of six (6) months; automobile insurance in the amount of at least a combined single limit for bodily and property damage of at least a five hundred thousand dollars ($500,000), or greater if required by state law; and employee's dishonesty insurance, including third-party coverage of at least ten thousand dollars ($10,000). Each policy must be written by a responsible carrier or carriers acceptable to us and must name us, and our respective officers, directors, partners, agents and employees as additional insured parties, and contain a waiver of the insurance company's rights of subrogation against us. We estimate that you will have to pay your insurance carrier or agent the full annual premium in advance. Insurance costs and requirements may vary widely in different localities. The estimate is for the first 3 months of the insurance coverage requirements specified above. We reserve the right to require additional types of insurance and coverage as provided in the Franchise Agreement.

[14] This is an estimate of the amount of additional operating capital that you may need to operate your Franchised Business during the first three (3) months after commencing operations. We cannot guarantee that you will not incur additional expenses in starting the business that may exceed this estimate. This estimate includes such items as initial payroll, taxes, Royalties (as described in this disclosure document), System Marketing Fund Contributions, bank charges, miscellaneous supplies and equipment, initial staff recruiting expenses, and other miscellaneous items. These estimates do not include any compensation to you nor do they include debt service. These items are by no means all inclusive of the extent of possible expenses.

We relied upon the experience of our affiliate-owned Morrison Property Inspections outlet to compile these estimates. You should review these figures carefully with a business advisor before making any decision to invest in the franchise. These figures are estimates and we cannot guarantee that you will not have additional expenses starting your Franchised Business. Your additional costs will depend on factors such as how closely you follow our methods and procedures; your management skill, experience, and business acumen; local economic conditions; the local market for our service; competition; and the sales level reached during your initial period.

We may offer financing of the Initial Franchise Fee, if you meet our qualifications. Please see Item 10 for details. We do not offer direct or indirect financing to franchisees for any other items included in this section.

All fees and payments are non-refundable, unless otherwise stated or permitted by payee.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We have identified various suppliers, distributors and manufacturers of certain equipment, inventory, and services that your Franchised Business must use or provide which meets our standards and requirements. You must purchase designated inventory, equipment, computer systems and certain software from our approved suppliers and contractors or in accordance with our specifications.

You must purchase certain branded material directly from us, which includes business cards, a branded banner, branded presentation folders with appropriate inserts, branded trifolds, and other branded promotional items. We are the only approved supplier of these items. Other than us, there are no other approved suppliers in which any of our officers owns an interest. Other than these materials, neither we nor our affiliates are an approved supplier of any other good or service that you need to purchase or lease.

We maintain written lists of approved items of equipment, fixtures, inventory and services (by brand name and/or by standards and specifications) and a list of certain designated suppliers and contractors for those items. We update these lists periodically and issue the updated lists to all franchisees.

We approve suppliers after careful review of the quality of the products and services they provide to us and our franchisees. If you would like us to consider another item or supplier, you must make such request in writing to us and have the supplier give us samples of its product or service and such other information that we may require. If the item and/or supplier meets our specifications, as we determine in our sole discretion, we will approve it as an additional item or supplier. We will notify you whether we approve or disapprove of the proposed item or supplier within 30 days after we receive all required information to evaluate the product or service. We reserve the right to revoke approval of any item or supplier that does not continue to meet our then-current standards. Our criteria for approving items and suppliers are not available to you. If you request that we approve a proposed item or supplier, we will charge you an evaluation fee of $750.

We will derive revenue from your purchase of branded materials. In the fiscal year ending September 30, ~~2023~~2024, we collected $7,~~363.54~~746 from franchisee's purchase of marketing materials, which represents ~~0.25~~3.8% of our total revenue of $~~303,230~~202,801.

We currently do not receive any revenue, rebates, discounts or other material consideration from any suppliers based on your required purchases of products, supplies or equipment; however, we may do so in the future, and any rebates or discounts we receive may be kept by us in our sole discretion. We also reserve the right to include a reasonable markup in the price of the products and service that we require you to purchase form or through us or an affiliate.

We estimate that your purchase or lease of products, supplies and services from approved suppliers (or those which meet our specifications) will represent approximately 25% of your costs to establish your Franchised Business and approximately 10% of your costs for ongoing operation.

Currently, there are no purchasing or distribution cooperatives. However, we can require that you make your purchases through a cooperative if one is formed.

Although we do not do so currently, we may in the future negotiate purchase arrangements, including price terms, with designated and approved suppliers on behalf of all franchisees.

We provide no material benefits (such as the grant of additional franchises) based on your use of designated sources; however, failure to use approved items or designated suppliers and contractors may be a default under the Franchise Agreement. Additionally, when there is any default under the Franchise Agreement, we reserve the right, in addition to other remedies available under the Franchise Agreement, to direct suppliers to withhold furnishing products and services to you.

Before you open for business, you must purchase and maintain at your sole cost and expense the insurance coverage that we specify. The minimum insurance required is comprehensive general liability insurance, including coverage for errors and omissions and personal and advertising injury, in the amount of ~~at one million~~ five hundred thousand dollars ($~~1,000~~500,000) per occurrence and one million dollars ($1,000,000) in the aggregate; property and casualty insurance in an amount of fifty thousand dollars ($50,000) or such higher amount to cover the full replacement value of your equipment, furniture, fixtures, vehicles and inventory; business interruption insurance in an amount no less than the greater of (i) One Hundred Thousand Dollars ($100,000.00) or (ii) an amount necessary to satisfy your obligations under the franchise agreement and any lease for the Franchised Business office for a minimum period of six (6) months; automobile insurance in the amount of at least a combined single limit for bodily and property damage of at least a five hundred thousand dollars ($500,000), or greater if required by state law; and employee's dishonesty insurance, including third-party coverage of at least ten thousand dollars ($10,000). Each policy must be written by a responsible carrier or carriers acceptable to us and must name us, and our respective officers, directors, partners, agents and employees as additional insured parties, and contain a waiver of the insurance company's rights of subrogation against us.

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 or Article in Franchise Agreement	Item in Franchise Disclosure Document
a. Site Selection and Acquisition/Lease	8.1	11, 12
b. Pre-Opening Purchase/Leases	8.2, 12.3.1	7, 11
c. Site Development & other Pre-Opening Requirements	8.1, 8.2, 12.1.1	11
d. Initial and Ongoing Training	Article 7	11
e. Opening	8.2	11
f. Fees	5.2.5, Article 6, 7.4, 7.5, 12.3.7, 12.8, 12.9,13.2, 13.3.1,15.6, 16.4, 18.1.4, 18.1.5, 19.1.5 20.8	5, 6, 7
g. Compliance with Standards and Policies/Operating Manual	Article 9, 11.4, Article 12, 19.1.1	8, 11
h. Trademarks and Proprietary Information	9.3, Article 14, 19.2, 19.3, 19.4	13, 14

Obligation	Section or Article in Franchise Agreement	Item in Franchise Disclosure Document
i. Restrictions on Products/Services Offered	12.8	8
j. Warranty and Customer Service Requirements	12.6	Not Applicable
k. Territorial Development and Sales Quotas	13.2	12
l. Ongoing Product/Service Purchases	Not Applicable	8
m. Maintenance, Appearance and Remodeling Requirements	Article 9, 12.1.7, 12.1.9	Item 11
n. Insurance	Article 15	7
o. Advertising	12.1.8, Article 13	6, 11
p. Indemnification	12.4, 12.5,15.6, 16.3.6, 21.1	14
q. Owner's Participation, Management, Staffing	11.1, 11.3, 12.1.3, 12.1.4	11, 15
r. Records/Reports	12.2	6
s. Inspections and Audits	12.1.5, 12.2.4, 12.9	6, 11
t. Transfer	Article 16	17
u. Renewal	Article 5	17
v. Post-Termination Obligations	Article 18	17
w. Non-Competition Covenants	19.5	17
x. Dispute Resolution	Article 20	17

ITEM 10: FINANCING

We may offer you financing for up to $15,000.00 for the Initial Franchise Fee, if you meet our qualifications. You must sign a Promissory Note, Personal Guaranty, if applicable, and Security Agreement (See Exhibits C, D and E). We do not offer any other direct or indirect financing.

The following table summarizes the financing we may offer:

Item Financed	Source of Financing	Down Payment	Amount Financed	Term (Yrs)	Interest Rate	Monthly Payment	Prepay Penalty	Security Required	Liability Upon Default	Loss of Legal Right on Default
Initial Franchise Fee	Us	$15,000 minimum	Up to $15,000	3 years	7%	Varies. See Note 1.	None	See Note 2.	See Note 3.	See Note 4.

[1] The Monthly Payment will vary depending on the amount financed.

[2] You are required to sign a Security Agreement that will grant us a security interest in the assets of your Morrison Plus Property Inspections™ Franchise, including but not limited to, your furniture, fixtures, equipment, inventory, contracts and accounts receivable. Additionally, all your spouse is required to sign a personal guaranty.

[3] If you default on your obligations under the Promissory Note, we have the right to require immediate payment of the full balance of the amount owing under the Promissory Note, collect the full balance owing from you or any guarantor, file suit and obtain judgment, take possession of any collateral, or sell, lease or otherwise dispose of any collateral at public or private sale, with or without advertisement. You must also pay our costs to collect the debt, including courts costs and reasonable attorney's fees. Additionally, a default of the Promissory Note is a default of the franchise agreement, and we may terminate your franchise agreement.

[4] You waive your rights to notice of a collection action and to assert any defenses to collection against us or our affiliate. Additionally, a default of the Promissory Note is a default of the franchise agreement, and we may terminate your franchise agreement.

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

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

1. Pre-Opening Obligations

Before you open your Franchised Business, we will:

a. designate the boundaries of your territory and approve your office location. Your territory is determined on an individual basis taking into account demographics, minimum numbers of households, geographic terrain and market potential. (Franchise Agreement, Section 10.1).

b. provide the Morrison Plus Property Inspections Operations Manual and other manuals and training aids we designate for use in the operation of your Morrison Plus Property Inspections Franchise, as they may be revised from time to time (Franchise Agreement, Section 10.2).

c. The location you select, and we approve will be purchased or leased by you from independent third parties. You will provide us with a copy of your lease before you sign the lease. Although we have the right to object to the terms of your lease, you must negotiate the terms of any sale or lease of the location. We have the right to object to the location and

object to the terms of the lease agreement. If we cannot agree on a proposed site, we may elect to terminate the Franchise Agreement and keep the entire initial franchise fee. We generally do not own the premises and lease it to you.

d. provide a written list of equipment (including vehicle specifications), fixtures, signage, supplies and products that will be required to open the Franchised Business. We do not provide equipment, signs, fixtures, opening inventory, and supplies. We only provide written specifications for signage and verify proofs from franchisees selected suppliers. Franchisor does not deliver or install any signage. (Franchise Agreement, Section 10.3).

e. provide you with initial training at our headquarters in Glendora, California. We will determine, in our sole discretion, whether you satisfactorily complete the initial training (Franchise Agreement, Section 7.1).

f. provide you with samples or digital artwork of advertising and promotional materials for your initial marketing activities (Franchise Agreement, Section 10.4).

2. Time to Open

We estimate the typical length of time between the signing of the Franchise Agreement and the time you open your Franchised Business is ninety (90) days. Before you may open, you must (i) complete our Initial Management Training Program, (ii) hire and train your staff, if required, (iii) acquire and brand your vehicle, (iv) obtain required licenses to operate the Franchised Business, and (v) join a real estate board or association in your territory. Factors that may affect this time period include your ability to acquire license and permits and completion of required training. If you have not opened your Franchised Business within ninety (90) days after you sign the Franchise Agreement, you must obtain our consent to extend the time to open, which we may or may not grant, at our discretion. Failure to open your Franchised Business within the original time as extended, is a default of the Franchise Agreement. (Franchise Agreement, Sections 8.2).

3. **Obligations After Opening**

During the operation of your franchise, we will:

a. within 90 days of your opening, provide a trainer for on-site training, supervision and assistance for up to two (2) days. (Franchise Agreement, Section 7.3).

b. offer from time to time, in our discretion, mandatory or optional additional training programs. If we require it, you must attend mandatory additional training and/or attend an annual business meeting or franchisee conference for up to five (5) days each year at a location we designate. Failure to attend mandatory additional training or an annual business meeting or conference is a default of the Franchise Agreement. We reserve the right to impose a reasonable fee for tuition and/or attendance for all additional training programs, including the annual business meeting or conference. You must also pay your transportation, lodging, meals and other expenses to attend any mandatory training program. If you fail to attend any mandatory training program, you are required to obtain the training at a location we designate, at your sole cost, which includes tuition at the then-current rate, plus all of your travel costs and our trainer's travel costs. (Franchise Agreement, Section 7.4).

c. upon your request, or as we determine to be appropriate, provide remedial in-territory training and assistance. For any in-territory training, you must reimburse all costs for the services of our trainer, including but not limited to the trainer's then-current per diem fee and all travel-related expenses, such as transportation, meals and lodging (Franchise Agreement, Section 7.5).

d. upon your request, provide individualized assistance to you within reasonable limits by telephone, fax, electronic mail or postage service, subject at all times to availability of our personnel and in reasonable limits (Franchise Agreement, Section 7.6).

e. from time to time, as may become available, provide you with samples or digital artwork of advertising and promotional materials (Franchise Agreement, Section 10.4).

f. maintain the Morrison Plus Property Inspections website with a link to your Franchised Business contact information. (Franchise Agreement, Section 12.3.6).

g. provide you with any written specifications for required equipment, fixtures, products and services and provide you with updated lists of any approved suppliers of these items (Franchise Agreement, Section 10.5).

h. subject to applicable law, set minimum and maximum prices for the services and products offered by your Franchised Business. You may provide your Franchised Business services and products at any price that you determine within our parameters. Our suggested prices are not a representation, warranty or guarantee that such prices will enhance your sales or profit (Franchise Agreement, Section 12.7).

i. approve or disapprove of all advertising, direct mail, and other promotional material and campaigns you propose in writing to us. We will respond within ten (10) business days, either accepting or rejecting the proposed material and/or campaign; however, if we do not respond within ten (10) business days, the proposed material and/or campaign is deemed "disapproved". (Franchise Agreement, Section 13.6).

4. Advertising

Local Advertising (Franchise Agreement, Sections 13.2, 13.5 and 13.6)

We require you to purchase a Grand Opening Marketing Package from us no later than thirty (30) days prior to opening. This package includes brochures, business cards and branded promotional items. We also require you to conduct an initial marketing campaign during the thirty (30) days following the opening of your Franchised Business. Your initial campaign will include (i) sponsoring an event for the realtor board or association in which you are a member, (ii) making cold calls upon potential referral sources, (iii) establishing a social media presence in accordance with our standards, and (iv) conducting other promotional activities using the Grand Opening Marketing Package materials. Thereafter, you are required to spend a minimum of $400 per month on local advertising and marketing. Upon our request, you must furnish us with a quarterly report and documentation of local advertising expenditures during the previous calendar quarter.

You may develop advertising materials for your own use at your own cost, and you may use marketing materials that we may offer to you from time to time. You may not use any advertising or marketing materials, including press releases, unless they have been approved in advance in writing by us, which approval may be withheld in our discretion. We will respond to your request for

approval within ten (10) business days; however, if we do not respond within ten (10) business days, the proposed advertising or marketing material is deemed "disapproved".

We do not provide for placement of local advertising on your behalf, and we have no obligation to spend any amount on advertising in your area or territory. You are responsible for local advertising placement. You must list the Franchised Business in local business directories, including, but not limited to, listings on Internet search engines. If feasible, you may do cooperative advertising with other Morrison Plus Property Inspections franchisees in your area, with our prior written approval. You may not maintain any business profile on Facebook, Twitter, LinkedIn, YouTube or any other social media and/or networking site without our prior written approval.

System-wide Brand Fund (Franchise Agreement, Section 13.3)

You are required to contribute to the System Marketing Fund up to 3% of your Gross Revenue. Each Morrison Plus Property Inspections outlet operated by our affiliate or us may contribute to the System Marketing Fund, in our discretion, but has no obligation to do so.

The System Marketing Fund is administered by our accounting and marketing personnel. We may use System Marketing Fund contributions to pay any and all costs for the development, production and placement of advertising, marketing, promotional and public relations materials and programs. We may also use System Marketing Fund contributions to pay any and all costs of marketing seminars and training programs, market research, services of advertising and/or public relations agencies, and website development and maintenance. We may further use System Marketing contributions to pay our costs (including personnel and other administrative costs) for advertising that is administered by us or prepared by us, as well as for administration and direction of the System Marketing Fund.

The System Marketing Fund will not be used to defray any of our other general operating expenses. System Marketing Fund contributions will not be used to solicit new franchise sales; provided however, we reserve the right to include "Franchises Available" or similar language and contact information in advertising produced with System Marketing Fund contributions.

The System Marketing Fund collects and expends the Brand System Marketing Fund contributions for the benefit of the System as a whole. We reserve the right to use the System Marketing Fund contributions to place advertising in national, regional or local media (including broadcast, print, or other media) and to conduct marketing campaigns through any channel, in our discretion, including but not limited to, Internet and direct-mail campaigns. We have no obligation, however, to place advertising or conduct marketing campaigns in any particular area, including the Territory where your Franchised Business is located.

We have no obligation to make expenditures that are equivalent or proportionate to your System Marketing Fund contribution or to ensure that you benefit directly or pro rata from the production or placement of advertising from the System Marketing Fund.

The System Marketing Fund is not audited. An annual unaudited financial statement of the System Marketing Fund is available to any franchisee upon written request.

If we spend more or less than the total of all contributions to the System Marketing Fund in any fiscal year, we may carry forward any surplus or deficit to the next fiscal year.

During our most recent fiscal year ended September 30, ~~2022~~2024, System Marketing Fund contributions were expended as follows: 5% for production and 95% for placement. Although the System Marketing Fund is intended to be of perpetual duration, we may terminate it at any time and for any reason or no reason. We will not terminate the System Marketing Fund, however, until all monies in the System Marketing Fund have been spent for advertising or promotional purposes or returned to contributors, without interest, on the basis of their respective contributions.

Regional Advertising (Franchise Agreement, Section 13.4)

Currently, our System has no regional advertising fund or cooperative. However, we may decide to establish a regional fund or cooperative in the future and your participation may be mandatory, in our sole discretion. A regional cooperative will be comprised of all franchised Morrison Plus Property Inspections outlets in a designated geographic area. Our affiliate-owned outlets may participate in a regional cooperative, in our sole discretion. Each Morrison Plus Property Inspections outlet will have one vote in the cooperative. We will determine in advance how each cooperative will be organized and governed. We have the right to form, dissolve, merge or change the structure of the cooperatives. If a cooperative is established during the term of your Franchise Agreement, you must sign all documents we request and become a member of the cooperative according to the terms of the documents.

If we establish a regional advertising fund or cooperative, you must contribute amounts we require. Your contributions to a regional advertising fund or cooperative will be in addition to your required contributions to the Brand Fund; however, contributions made by you to a regional advertising fund or cooperative will be credited against your required expenditures for local advertising.

Advertising Council (Franchise Agreement, Section 9.5)

We do not have an advertising council composed of franchisees that advises us on advertising policies. The Franchise Agreement gives us the right, in our discretion, to create a franchisee advisory council to communicate ideas, including proposed advertising policies. If created, we will determine in advance how franchisees are selected to the council, which may include factors such as a franchisee's level of success, superior performance and studio profitability. We reserve the right to change or dissolve the council at any time.

5. **Computer Systems** (Franchise Agreement, Section 12.3)

You are required to have an internet-capable computer at your office location that can operate the latest versions of software and computer platforms we require. You will also need a multi-color, laser printer/scanner/fax. We estimate the cost to purchase your computer systems to be $674 - $4,773. You are required to use Microsoft 365 Business for your office software, Quickbooks online for bookkeeping, and the property inspection management software that we require. You are required to sync QuickBooks Online ~~Essentials~~Plus and Intuit Merchant Services for taking credit card payments using the Go Payment App and card reader. The current System requirement is Accuwriter, although based on your circumstances, we may permit you to use HomeGauge 5, in our discretion. Both the Accuwriter software and the HomeGauge 5 software are report generation and management systems for the property inspection industry, and are used for scheduling, data collection, report generation, customer communication and billing. The current software access fees are approximately $115 per month, subject to increase by third-party vendor(s).

There are no contractual limitations on the frequency and cost of upgrades and/or updates to the above-described systems. We may in the future modify or establish other service performance or revenue reporting systems, as we deem appropriate, for the accurate and expeditious reporting of Gross Revenue and delivery of our products and services. You must fully cooperate in implementing any such modifications at your expense.

We have no obligation to maintain, repair, update or upgrade your computer hardware and software. At your cost, you must provide on-going maintenance and repairs to your computer hardware and software. You must upgrade your computer hardware and software as necessary to operate the most current version of our System requirements. We cannot estimate the cost of maintaining, updating and upgrading your computer hardware and software because it will depend on the make and model of your computer, repair history, usage, local cost of computer maintenance services in your area and technological advances that we cannot predict.

We reserve the right to have remote and independent access to all information generated by and stored in your computer system, including your revenue information and customer data. There are no contractual limitations on our right to have full access to this information. At our option, we may retrieve, download, analyze and store such information and data at any time. Upon our request, you must sign any documents we require to allow us to independently and electronically access and retrieve the information stored in your computer system. We own all client data stored in your computer system.

6. **Table of Contents of Operations Manual**

The Table of Contents of our Operations Manual, current as of the date of this Disclosure Document is attached as Exhibit G. The Operations Manual has a total of 262 pages.

7. **Training** (Franchise Agreement, Article 7)

You (if the franchisee is an individual) or all of your owners (if the franchisee is a business entity) and your general manager must complete our Initial Management Training Program, which is approximately seven (7) to nine (9) days, to our satisfaction, before opening your Franchised Business. We will train you at our headquarters in Glendora, California.

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
Introduction and Overview	1	0	Glendora, CA
Standards of Practice	1	0	Glendora, CA

Inspection Agreements and other Legal Matters	1	0	Glendora, CA
Inspection Presentations	1	0	Glendora, CA
System & Components	4	0	Glendora, CA
Inspection Ride Along	0	16	Glendora, CA
Report Writing	4	0	Glendora, CA
Accounting	2	0	Glendora, CA
Orders & Scheduling	8	0	Glendora, CA
Marketing	2	0	Glendora, CA
Opening Assistance	0	16	Your territory
TOTAL	24	32	

We periodically conduct our Initial Management Training Program throughout the year, as needed. Training will be provided by or under the direction of Duane Morrison, Rosanna Morrison, Scott Burnside and Chase Kerr. Duane is our co-founder and president. He is also the co-owner and president of our affiliate-owned Morrison Property Inspections, Inc., that has provided residential and commercial real property inspection services since January 2007. Duane has primary responsibility for sales, marketing, operations, and brand development of the Morrison Plus Property Inspections concept and building relationships with referral sources. Rosanna is our co-founder and vice-president. She is also the co-owner and vice-president of our affiliate-owned Morrison Property Inspections, Inc. Rosanna has provided scheduling and mold inspections services for our brand since January 2007. Scott is our Director of Professional Development. He holds multiple professional licenses and certificates. Scott will be helping our franchisees and Glendora location with technical training as it relates to the inspection process. This includes developing personnel to maintain brand standards. Scott will be using his experience to create policy and procedures to improve operations and organizational efficiency and safety. Chase is our Marketing Executive and has been serving in this position since January of 2021. He is certified in OSHA Competent Person Training and HubSpot Academy's Inbound Social Media Strategy. Chase currently sits on the board of directors as well as affiliate boards and committees with multiple large real estate organizations.

Our training materials consist of videos, reference books, worksheets and forms and/or our Operations Manual. You will receive both classroom instruction and hands-on training. You may not commence operation of the Franchised Business unless and until we determine that you have successfully completed the Initial Management Training Program.

Within ninety (90) days of the opening of your Franchised Business, we will provide a trainer, at no cost to you, for on-site training, supervision and assistance for up to two (2) days.

As part of initial training, we will provide you with two (2) days of post-opening assistance. The cost of our instructors, training materials and two (2) days on-site post-opening assistance training for up to two (2) people, who attend the same training session, is included in the Initial Franchise Fee. You must pay for all travel and personal expenses, including, but not limited to, all costs for your transportation, meals, and lodging for yourself and your personnel. Our current fee to provide initial training to any additional trainees or any trainees who do not attend the same session as you is $300 per person per day.

If you do not complete our Initial Management Training Program to our satisfaction, we reserve the right to terminate the Franchise Agreement. We reserve the right to charge a reasonable fee to provide initial training in Glendora, California, to any manager you appoint, with our approval, after the initial opening of your Franchised Business. Our current fee to provide initial training to any approved manager is $300 per person per day. You must also pay your manager's travel and personal expenses.

We may conduct mandatory or optional additional training programs, including an annual conference or national business meeting. If we require it, you must attend mandatory training programs and an annual conference or national business meeting for up to five (5) days each year, at a location we designate. Failure to attend mandatory training, including an annual conference or business meeting, is a default under the Franchise Agreement. We reserve the right to impose a reasonable fee for tuition and/or attendance for all additional training programs, including the annual business meeting or conference. You must also pay your transportation, lodging, meals and other expenses to attend any mandatory training program. If you fail to attend any mandatory training program, you are required to obtain the training at a location we designate, at your sole cost, which includes tuition at the then-current rate, plus all of your travel costs and our trainer's travel costs.

If your state requires completion of its own training, we will reimburse you for those state-mandated training courses and some or all of the state courses will satisfy certain of the training provided in our initial management training program. If you do attend state-mandated training, we will determine what additional courses of our Initial Management Training Program you must attend.

ITEM 12: TERRITORY

Under the Franchise Agreement, you have the right to establish and operate one (1) Morrison Plus Property Inspections outlet within a limited protected territory (the "Protected Area"). Your Protected Area is located in all or a portion of a listed town, city, or county, and is identified by a group of contiguous zip codes. The Protected Area is determined on an individual basis taking into account demographics, minimum numbers of households, geographic terrain and market potential. Your Protected Area will have a minimum of 75,000 households, based on the most recent census data and determined by a third-party mapping service. Your Protected Area will be defined and attached to your Franchise Agreement as Attachment 2. 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.

During the term of your Franchise Agreement, and provided that you are not in default of your Franchise Agreement, we will not open another Morrison Plus Property Inspections outlet or grant the right to anyone else to open a Morrison Plus Property Inspections outlet within the Protected Area. However, notwithstanding this limited protection right we grant to you, we reserve all rights to sell, either directly or through others, our products and services under the Marks in the Protected

Area (i) through alternative distribution channels, as discussed below, (ii) to pre-existing clients, and/or (iii) at the request of a referral source.

You are required to meet the minimum revenue requirements that are set forth in Attachment 3 of the Franchise Agreement. If you do not meet these minimum requirements, we have the right to reduce the size of your Territory or terminate your Franchise Agreement. There is no other market penetration or other contingency that will affect your right to operate in your Protected Area during the term of your Franchise Agreement, unless you are in default of your obligations to us.

The Franchise Agreement entitles you to operate only at and from one (1) office location within your Protected Area. You may not change the location of your Franchised Business office, except in accordance with the requirements of Section 8.3 of the Franchise Agreement. You may only relocate the Franchised Business office with our consent. You are required to remove all identifying signs and property from the original office location.

The Franchise Agreement grants you no options, rights of first refusal or similar rights to acquire additional franchises within the Protected Area or contiguous territories. We may, but have no obligation to, consider granting to you the right to establish additional Morrison Plus Property Inspections outlets under other franchise agreements if you are in compliance with the Franchise Agreement and propose to open another Morrison Plus Property Inspections Franchise in an area and at a location we approve.

We reserve all rights not expressly granted in the Franchise Agreement. For example, we or our affiliates may own, operate or authorize others to own or operate Morrison Plus Property Inspections outlets outside of the Protected Area and may operate other kinds of businesses within the Protected Area. Although we do not currently do so and have no plans to do so, we and our affiliates may own, acquire, conduct, or authorize others to conduct, any form of business at any location selling any type of product or service not offered under the Marks, including a product or service similar to those you will sell at your Franchised Business.

We also reserve the right to solicit, sell to, negotiated rates with, and service real estate firms that conduct business across multiple areas or have multiple locations either regionally or nationally, such as brokerage firms and relocation services providers ("Commercial Accounts"). We may offer you the first right to service Commercial Accounts in your Protected Area, provided that you accept the negotiated terms.

We reserve the rights to offer (i) other services and products not offered under the Marks, (ii) other property inspection concepts or products under the Marks or other trademarks, and (iii) products or services through other channels of distribution in the Market Area including, but not limited to, co-branding with other real estate businesses, and products offered through retail stores, the Internet or direct marketing ("Alternate Channels of Distribution"). You will receive no compensation for our sales through Alternative Distribution Channels in the Market Area.

You may not use Alternative Distribution Channels to make sales inside or outside your Protected Area; however, we will include a listing on our website of your Morrison Plus Property Inspections Franchised Business contact information. You may only solicit sales from customers in your Protected Area. Your local advertising must target customers in your Protected Area, although the reach of your local advertising may extend beyond your Protected Area. You may service a customer located outside of your Protected Area, provided that (i) the customer is (x) a prior client of yours and (y) solicited your service to perform an inspection at a property located outside of the Protected Area or (ii) a referral source in your Protected Area requests that you perform inspection

services at a property located outside of the Protected Area or (iii) you otherwise obtain our prior approval.

ITEM 13: TRADEMARKS

Morrison Property Inspections, Inc. ("Licensor") is the owner of the Marks and has granted us the exclusive right to use the Marks and license to others the right to use the Marks in the operation of a Morrison Plus Property Inspections outlet in accordance with the System. The Franchise Agreement will license to you the right to operate your Franchised Business under the Morrison Plus Property Inspections Marks, as described below (the "Principal Marks").

Mark	Registration Number	Registration Date	Register
Morrison Plus Property Inspections	5628876	December 11, 2018	Principal
	5676099	February 12, 2019	Principal

Licensor has filed all required affidavits.

You must notify us immediately when you learn about an infringement of or challenge to your use of the Principal Marks or other Marks. Licensor and we will take any action we think appropriate and, if you have given us timely notice and are in full compliance with the Franchise Agreement, we will indemnify you for all expenses and damages arising from any claim challenging your authorized use of the Principal Marks or other Marks. Licensor and we have the right to control any administrative proceedings or litigation involving the Principal Marks or other Mark licensed by us to you. You must cooperate fully with Licensor and us in defending and/or settling the litigation.

We reserve the right to substitute different Marks if we can no longer use the current Marks, or if we determine that substitution of different Marks will be beneficial to the System. In such event, we may require you, at your expense, to modify or stop using any Mark, including the Principal Marks, or to use one or more additional or substitute Marks.

You must not directly or indirectly contest Licensor's right, or our right, to the Principal Marks or other Marks.

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeals Board, the Trademark Administration of any state, or any court relating to the Marks. There is no pending infringement, opposition or cancellation. There is no pending material federal or state court litigation involving the Principal Marks or other Marks.

There are no currently effective agreements that significantly limit Licensor's or our rights to use or license the use of the Principal Marks or other Marks in a manner material to the franchise.

As of the date of this Disclosure Document, we know of no superior prior rights or infringing uses that could materially affect your use of the Principal Mark.

ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We hold no patents and have no pending patent applications that are material to the franchise. We have registered no copyright with the United States Copyright Office. However, we claim copyrights on certain forms, advertisements, promotional materials and other written materials. We also claim copyrights and other proprietary rights in our Operations Manual and the contents of our website.

There are no current material determinations of, or proceedings pending in, the United States Patent and Trademark Office, the U.S. Copyright Office, or any court regarding any of our copyrights discussed above.

There are no agreements currently in effect that limit your right to use any of our copyrights. As of the date of this Disclosure Document, we are unaware of any infringing uses of or superior previous rights to any of our copyrights that could materially affect your use of them.

You must notify us immediately when you learn about an infringement of or challenge to your use of our copyrights. We will take any action we think appropriate and, if you have given us timely notice and are in full compliance with the Franchise Agreement, we will indemnify you for all expenses and damages arising from any claim challenging your authorized use of our copyrights. We have the right to control any administrative proceedings or litigation involving our copyrights. You must cooperate fully with us in defending and/or settling the litigation.

During the term of the Franchise Agreement, you may have access to and become acquainted with our trade secrets, including, but not limited to, methods, processes, customer lists, vendor partnerships and/or relationships, sales and technical information, costs, product prices and names, software tools and applications, website and/or email design, products, services, equipment, technologies and procedures relating to the operation of your Franchised Business; systems of operation, services, programs, products, procedures, policies, standards, techniques, requirements and specifications which are part of the System; the Operations Manual; methods of advertising and promotion; instructional materials; marketing plans, business methods, research, development or know-how, any other information which we may or may not specifically designate as "confidential" or "proprietary", and the components of our System whether or not such information is protected or protectable by patent, copyright, trade secret or other proprietary rights (collectively called the “Confidential Information”). You agree that you will take all reasonable measures to maintain the confidentiality of all Confidential Information in your possession or control and that all such Confidential Information and trade secrets shall remain our exclusive property. You may never during the Initial Term, any Renewal Term, or after the Franchise Agreement expires or is terminated reveal any of our confidential information to another person or use it for any other person or business. You may not copy any of our Confidential Information or give it to a third party except as we authorize in writing to you prior to any dissemination. Any and all of your personnel who have access to our Confidential Information must sign our Confidentiality/Non-Competition Agreement (Franchise Agreement, Attachment 8).

You must promptly tell us when you learn about unauthorized use of any Confidential Information. We are not obligated to take any action, but will respond to this information as we think appropriate. We will indemnify you for losses brought by a third party concerning your use, in strict compliance with the Franchise Agreement, of the Confidential Information.

ITEM 15: OBLIGATIONS OF THE FRANCHISEE TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You do not need to personally participate in the direct operation of your Franchised Business, but it is recommended that you do. A general manager must directly operate your Franchised Business. Your general manager may be you or someone that you appoint, with our approval. Your general manager must successfully complete our Initial Management Training Program and all other training courses we require. Your general manager cannot have an interest or business relationship with any of our competitors. If the franchisee is a business entity, your general manager is not required to have an equity interest in the franchisee entity but must otherwise meet our approval.

If you do not personally participate in the direct operation of your Franchised Business, you are required to hire a marketing director. Your marketing director cannot have an interest or business relationship with any of our competitors. If the franchisee is a business entity, your marketing director is not required to have an equity interest in the franchisee entity but must otherwise meet our approval.

Your general manager, marketing director and all other personnel who will have access to our proprietary and Confidential Information and training must sign our Non-Disclosure/Non-Competition Agreement, which is attached to our Franchise Agreement as Attachment 8.

ITEM 16: RESTRICTION ON WHAT FRANCHISEE MAY SELL

You may only offer and sell the products and services that are part of the System, and the services and products which we incorporate into the System in the future. You may only offer products and services that we have previously approved and for which you are qualified to provide. If qualified, as determined by us in our sole discretion, you may offer light industrial inspections and additional services and enhancements such as mold testing, chimney inspections, sewer inspections, drone enhancement, thermal enhancement, shed inspections, pool & spa inspections, radon testing, and price estimates.

You may not use our Marks for any other business, and you may not conduct any other business at or through your Franchised Business operations or office. You cannot engage in any other business that competes with your Franchised Business, with us or our affiliates, or with Morrison Plus Property Inspections outlets owned by other franchisees, whether such business is inside or outside of the Territory.

We may add to, delete from or modify the products and services that you can and must offer. You must abide by any additions, deletions and modifications. There are no other limits on our rights to make these changes.

You may only sell products and services in the manner we prescribe. See Item 12 for restrictions on sales within and outside the Territory.

ITEM 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

	Provision	Section in Franchise Agreement	Summary
a.	Length of the franchise term	Art. 4	Term is ten (10) years
b.	Renewal or extension of the Term	Art. 5	If you are in good standing as defined below, you can renew for up to four (4) additional terms of five (5) years each, unless we have determined, in our sole discretion, to withdraw from your Territory.
c.	Requirements for franchisee to renew or extend	Sections 5.1 and 5.2	Be in full compliance, have no more than three (3) events of default during current term, provide written notice to us at least ten months before the end of the term, execute a new franchise agreement, pay us a renewal fee of $2,500, repair, upgrade or replace the equipment and other Franchised Business assets to meet then-current specifications, execute a general release, comply with then-current qualifications and training requirements, including completion of additional training. You may be asked to sign a new Franchise Agreement with materially different terms and conditions than your original Franchise Agreement.
d.	Termination by franchisee	Not Applicable	You may seek termination upon any grounds available by state law.

	Provision	Section in Franchise Agreement	Summary
e.	Termination by franchisor without cause	Section 16.7	Upon your death or permanent disability, your representative is required to transfer the Franchise within 6 months to a replacement transferee that we approve. Failure to transfer within this time period will result in termination of the Franchise Agreement.
f.	Termination by franchisor with cause	Article 17	We may terminate only if you default. The Franchise Agreement describes defaults throughout. Please read it carefully.
g.	"Cause" defined – curable defaults	Section 17.3	You have 5 days to cure non-payments and any other defaults (except for non-curable defaults listed in the Franchise Agreement and described in h. immediately below).
h.	"Cause" defined - non-curable defaults	Sections 17.1 and 17.2	The Franchise Agreement will terminate automatically, without notice for the following defaults: insolvency; bankruptcy; written admission of inability to pay debts; receivership; levy; composition with creditors; unsatisfied final judgment for more than 30 days; or foreclosure proceeding that is not dismissed within 30 days. We may terminate the Franchise Agreement upon notice to you if you: do not obtain required licenses and permits and/or open the Franchised Business within required time frames; falsify any report to us; fail to operate for a period of five (5)

	Provision	Section in Franchise Agreement	Summary
~~h.~~	~~"Cause" defined – non-curable defaults~~	~~Sections 17.1 and 17.2~~	~~The Franchise Agreement will terminate automatically, without notice for the following defaults: insolvency; bankruptcy; written admission of inability to pay debts; receivership; levy; composition with creditors; unsatisfied final judgment for more than 30 days; or foreclosure proceeding that is not dismissed within 30 days.~~ ~~We may terminate the Franchise Agreement upon notice to you if you: do not obtain required licenses and permits and/or open the Franchised Business within required time frames; falsify any report to us; fail to operate for a period of five (5)~~ consecutive days or more; fail to comply with applicable laws; understate Gross Revenue two (2) or more times; fail to comply with insurance and indemnification requirements; attempt a transfer in violation of the Franchise Agreement; fail, or your legal representative fails to transfer as required upon your death or permanent disability; misrepresent or omit a material fact in applying for the Franchise; are convicted or plead no contest to a felony or crime that could damage the goodwill or reputation of the Marks or the System; receive an adverse judgment in any proceeding involving allegations of fraud, racketeering or improper trade practices or similar claim that could damage the goodwill or reputation of the Marks or the System; conceal revenues or maintain false books; create a threat or danger to public health or safety; refuse an inspection or audit by us; use the Marks, copyrighted material or Confidential Information in an unauthorized manner; make an unauthorized disclosure of Confidential Information; fail to comply with non-competition covenants; default in the performance of your obligations three (3) or more times during the term or receive two (2) or more default notices in any 12-month period; default under any other agreement with us or our affiliate; have insufficient funds to honor a check or EFT two (2) or more times within any twelve (12)-month period; fails to meet Minimum Performance Standards; or terminate the Franchise Agreement without cause.

	Provision	Section in Franchise Agreement	Summary
i.	Franchisee's obligations on termination/ non-renewal	Article 18	Upon termination, you must: cease operations; cease to identify yourself as a Morrison Plus Property Inspections franchisee; cease to use the Marks; cancel any assumed name registration that contains any Mark; pay us and our affiliates all sums owing; pay us any damages, costs or expenses we incur in obtaining any remedy for any violation of the Franchise Agreement by you, including, but not limited to attorney's fees; deliver to us all Confidential Information, the Operations Manual and all records and files related to your Franchised Business; comply with the non-disclosure and non-competition covenants; pay liquidated damages; sell to us, at our option, all fixtures, equipment, inventory and supplies of your Franchised Business; and assign, at our option, your telephone numbers, directory and internet listings, and social media accounts.
j.	Assignment of contract by franchisor	Section 16.1.1	No restrictions on our right to assign.
k.	"Transfer" by franchisee defined	Section 16.3	Any assignment, sale, transfer, gift, devise or encumbrance of any interest in the Franchise Agreement, the Franchised Business, any assets of the Franchised Business, or in the Franchisee (if the Franchisee is a business entity).
l.	Franchisor approval of transfer by franchisee	Section 16.3	No transfer is allowed without our consent, which we will not unreasonably withhold.
m.	Conditions for franchisor approval of a transfer	Section 16.3 and 16.4	Conditions include: our decision not to exercise our right of first refusal; transferee meets our then-current standards for qualifying franchisees; transferee signs our then-current form of Franchise Agreement, which may have materially different terms from your Franchise Agreement; transferee successfully completes our Initial Management Training Program; you have paid us and third-party creditors all amounts owed; you and the transferee sign a General Release as an exhibit in this disclosure document; you shall subordinate any claims you have against the transferee to us; you will indemnify us for a period of 3 years following the transfer; our approval of the material terms and conditions of the transfer; and payment of a transfer fee equal to 75% of the then-current initial franchise fee or 50% of the then-current initial franchise fee for transfer to an existing franchisee in good standing, or $1,500 for transfer to an entity owned and controlled by the franchisee for convenience purposes or $3,500 for a transfer to a spouse, parent or child upon death or permanent disability.

	Provision	Section in Franchise Agreement	Summary
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 16.6	You must promptly notify us of any written offer to purchase your Franchise. We have 30 days to exercise our first right to buy it on the same terms and conditions, provided that (a) we may substitute cash for any other consideration (b).we may pay the entire purchase price at closing, (c) our credit is deemed as good as the proposed purchaser, (d) we have at least 60 days to close and (e) you shall give us all customary seller's representations and warranties.
o.	Franchisor's option to purchase franchisee's business	Section 18.2	Upon termination of the Franchise Agreement, we have the option to purchase your fixtures, equipment, signs, advertising materials, supplies and inventory at your cost or fair market value, whichever is less.
p.	Death or disability of franchisee	Sections 16.3, 16.4 and 16.7	The Franchise Agreement will terminate automatically upon your death or permanent disability, unless prohibited by law and the Franchise is transferred within 6 months to a replacement franchisee that we approve.
q.	Non-competition covenants during the term of the franchise	Section 19.5.1	You may not: divert, or attempt to divert, customers or referral sources of any Morrison Plus Property Inspections outlet (including yours) to any competitor, participate in any capacity, including, but not limited to as an owner, investor, officer, director, employee or agent, in any competing business, induce any person employed by us or any of our franchisees, including your employees, to leave their employment; do any act that could damage the goodwill of the Marks or System, or disrupt or jeopardize our business or that of our franchisees.
r.	Non-competition covenants after the franchise is terminated or expires	Section 19.5.2	For 24 months after the termination of the Franchise Agreement, you may not: divert, or attempt to divert, customers or referral sources of any Morrison Plus Property Inspections business (including yours) to any competitor, participate in any capacity, including, but not limited to as an owner, investor, officer, director, employee or agent, in any competing business within 50 miles of your former Morrison Plus Property Inspections Territory or any other Morrison Plus Property Inspections office location, induce any person employed by us or any of our franchisees, including the employees of your former Morrison Plus Property Inspections business, to leave their employment; do any act that could damage the goodwill of the Marks or System, or disrupt or jeopardize our business or that of our franchisees.

	Provision	Section in Franchise Agreement	Summary
s.	Modification of the agreement	Sections 9.4, 14.6, 19.1.4 and 21.4	No oral modifications generally, but we may change the Operations Manual and System standards at any time. You may be required to implement these changes at your own costs. We have the right to modify our Marks at any time upon written notice to you.
t.	Integration/merger clause	Section 21.4	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law.) Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Sections 20.1 and 20.2	At our option, claims that are not resolved internally may be submitted to non-binding mediation at our headquarters. Subject to state law.
v.	Choice of forum	Section 20.3	Litigation takes place in California, subject to applicable state law.
w.	Choice of law	Section 20.3	California law applies, subject to applicable state law.

See the state addenda to this Franchise Disclosure Document and the Franchise Agreement for special state disclosures.

ITEM 18: PUBLIC FIGURES

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

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

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

This Item contains a historical financial performance representation of our corporate and franchised outlets in operation on September 30, 2023~~2022~~ and September 30, 2024. On September 30, 2023 we had a total of 13 franchised outlets in operation. On September 30, 2024~~2022~~ we had a total of 12 franchised outlets in operation~~. On September 30, 2023 13 franchise outlets in operation. We have excluded the gross revenues of two of our franchised outlets in 2022 because they have not been in operation~~ for ~~a full year. No outlets were excluded in~~ at least 12 months. ~~2023.~~

Gross Sales[1]

Company outlets

	~~2022~~2023	2024~~2023~~
Glendora, CA*	$ 1,~~398,980~~240,968	$1,~~240,968~~460,041

Franchise outlets

	2023~~2022~~	~~2023~~2024
Long Beach, CA***	$ ~~433,091~~467,205	$~~467,205~~185,464
Burbank, CA***	$ ~~237,825~~160,032	$~~160,032~~66,741
Franchise #3/6 Rancho Cucamonga/ Corona, CA*	$~~356,230~~185,878	$~~185,878~~288,668
Sacramento, CA	$ ~~65,050~~42,246	$~~42,246~~57,835
Irvine, CA	$~~141,526~~150,646	$~~150,646~~208,939
Henderson, NV	$~~45,660~~63,739	$~~63,739~~71,452
Oakley, CA	$~~26,758~~22,668	$~~22,668~~31,751
San Diego East, CA	$~~37,238~~57,369	$~~57,369~~194,931
Franchisee #13/17 Thousand Oaks, CA and Ventura, CA*	$~~43,609~~74,334	$~~74,334~~108,759
Park City, UT**	$~~3,075~~6,200	$~~6,200~~39,133
Redondo Beach, CA**	$~~0~~22,690	$~~22,690~~45,669
Houston, TX**	$~~0~~18,861	$~~18,861~~21,683

*Franchisee operates 2 territories and has combined reporting
**Franchisee operates the business part time
***Franchisee did not operate for the full fiscal year

Average Visit Price for 2024			
Average	High	Median	Low
$588.75	$688.28	$501.86	$359.06

[1] Gross sales includes only income attributable to providing services of the type your Franchised Business will offer. Gross sales does not reflect the cost of sales, operating expenses, royalty or licensing fees, brand development fees or other costs or expenses that must be deducted from the gross sales figure to obtain your net income or profit.

Written substantiation of the data used in preparing these figures will be made available to you upon reasonable request. The information presented above has not been audited.

Some outlets have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.

Other than the preceding financial performance representation, 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 Duane Morrison, Morrison Plus Franchising, LLC, 504 E. Route 66, Suite 102, Glendora, CA 91740, 626-831-8862, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

System-wide Outlet Summary
For Years ~~2021~~2022 to 2024~~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~~2022	~~9~~10	~~10~~12	~~+1~~2
	2023~~2022~~	~~10~~12	~~12~~13	~~+2~~1
	~~2023~~2024	~~12~~13	~~13~~14	+1
Company – Owned*	~~2021~~2022	1	1	0
	~~2022~~2023	1	1	0
	~~2023~~2024	1	1	0
Total Outlets	~~2021~~2022	~~10~~11	~~11~~13	~~+1~~2
	2023~~2022~~	~~11~~13	~~13~~14	~~+2~~1
	2024~~2022~~	~~13~~14	~~14~~15	+1

Table No. 2

Transfers of Outlets From Franchisees to New Owners (Other than the Franchisor)
For Years ~~2021~~2022 to 2024~~2023~~

~~Column 1~~ State	~~Column 2~~ Year	~~Column 3~~ Number of Transfers
~~None~~CA	2022~~2021~~	0

	2023~~2022~~	0
	~~2023~~2024	~~0~~1
Total	2022~~2021~~	0
	2023~~2022~~	0
	~~2023~~2024	~~0~~1

Table No. 3

Status of Franchised Outlets
For Years ~~2021~~2022 to 2024~~2023~~

~~Column 1~~ State	~~Column 2~~ Year	~~Column 3~~ Outlets at Start of Year	~~Column 4~~ Outlets Opened	~~Column 5~~ Terminations	~~Column 6~~ Non-renewals	~~Column 7~~ Reacquired by Franchisor	~~Column 8~~ Ceased Operations - Other Reasons	~~Column 9~~ Outlets at End of the Year
California	2022~~2021~~	9	~~1~~2	1	0	0	0	~~9~~10
	2023~~2022~~	~~9~~10	~~2~~0	~~1~~0	0	0	0	10
	~~2023~~2024	10	~~0~~1	0	0	0	0	~~10~~11
Nevada	2022~~2021~~	0	1	0	0	0	0	1
	~~2022~~2023	~~0~~1	~~1~~0	0	0	0	0	1
	~~2023~~2024	1	0	0	0	0	0	1
Texas	2022~~2021~~	0	0	0	0	0	0	0
	2023~~2022~~	0	~~0~~1	0	0	0	0	~~0~~1
	~~2023~~2024	~~0~~1	1	~~0~~1	0	0	0	1
Utah	2022~~2021~~	0	~~0~~1	0	0	0	0	~~0~~1
	2023~~2022~~	~~0~~1	~~1~~0	0	0	0	0	1
	~~2023~~2024	1	0	0	0	0	0	1
Total	2022~~2021~~	~~9~~10	~~2~~3	1	0	0	0	~~1~~012
	~~2022~~2023	~~1~~012	~~3~~1	~~1~~0	0	0	0	~~1~~213
	~~2023~~2024	~~1~~213	~~1~~2	~~0~~1	0	0	0	~~1~~314

Table No. 4

Status of Company Owned* Outlets
For Years ~~2021~~2022 to ~~2023~~2024

~~Column 1~~ State	~~Column 2~~ Year	~~Column 3~~	~~Column 4~~	~~Column 5~~ Outlets Reacquired	~~Column 6~~	~~Column 7~~	~~Column 8~~

		Outlets at Start of Year	Outlets Opened	from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
California	2022~~2021~~	1	0	0	0	0	1
	~~2022~~2023	1	0	0	0	0	1
	~~2023~~2024	1	0	0	0	0	1
Total	2022~~2021~~	1	0	0	0	0	1
	~~2022~~2023	1	0	0	0	0	1
	~~2023~~2024	1	0	0	0	0	1

Table No. 5

Projected Openings as of September 30, ~~2023~~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
California	0	2	0
Florida	0	2	0
~~Nevada~~Kentucky	0	1	0
~~New York~~Idaho	0	1	~~0~~1
~~Tennessee~~Ohio	0	1	0
Texas	0	4	0
Total	0	~~7~~11	~~0~~1

* Our company-owned outlet is operated by our affiliate.

Exhibit H lists the location of each Morrison Plus Property Inspections outlet in our System.

During our last fiscal year, no franchisee has had an outlet terminated, canceled, not renewed, or has otherwise voluntarily or involuntarily ceased to do business under the franchise agreement or has not communicated with us within 10 weeks of the date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

No franchisee has signed confidentiality clauses during the last three years.

ITEM 21: FINANCIAL STATEMENTS

Our audited financial statements which comprise the audited dated –September 30, ~~2023~~2024, balance sheets and the related statements of operations and member's equity and cash flows for the years ended September 30, 2024, 2023, and 2022~~, and 2021~~ and the related notes to the financial statement are included in Exhibit F.

Our fiscal year end is September 30.

ITEM 22: CONTRACTS

Copies of all proposed agreements regarding the franchise offering are included in Exhibit B. These include our Franchise Agreement and all exhibits to it (Marks, Territory, Statement of Ownership Interests in Franchisee, Spousal Guaranty, and Confidentiality and Non-Compete Agreement). If you obtain direct financing of the Initial Franchise Fee from us, you will need to sign the Promissory Note, included in Exhibit C, and the Security Agreement, included in Exhibit E, and your spouse will be required to sign the Personal Guaranty, included Exhibit D.

ITEM 23: RECEIPT

A receipt in duplicate is attached to this Disclosure Document as Exhibit L. You should sign both copies of the receipt. Keep one copy for your own records and return the other signed copy to Duane Morrison, Morrison Plus Franchising, LLC, 504 E. Route 66, Suite 102, Glendora, CA 91740.

EXHIBIT A

AGENCIES/AGENTS FOR SERVICE OF PROCESS

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

State	State Agency	Agent for Service of Process
CALIFORNIA	Commissioner of the Department of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 Toll-free (866-275-2677)	Commissioner of the Department of Financial Protection and Innovation
CONNECTICUT	State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230	Banking Commissioner
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division 302 West Washington St., Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau

State	State Agency	Agent for Service of Process
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce
NEW YORK	~~Office of the New York State Attorney General~~ NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-~~8211~~8222 Phone ~~(212) 416-6042 Fax~~	Attention: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 11231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard~~, 5th~~ State Capitol, 14th Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner
OREGON	Department of Consumer and Business Services Division of Finance and Corporate Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Director of the Department of Consumer and Business Services
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of Insurance-Securities Regulation
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box ~~903~~41200 Olympia, WA ~~98507-9033~~98504-1200 (360) 902-8760	Director of Washington Financial Institutions Securities Division 150 Israel Road, SW Tumwater, WA 98501
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

EXHIBIT B

FRANCHISE AGREEMENT

EXHIBIT C

PROMISSORY NOTE

$_____ _____, 20____

FOR VALUE RECEIVED, and intending to be legally bound hereby, the undersigned, _____ _____, a _____having a principal address of _____ _____ and _____, an individual having a principal address of _____ (_____ and _____ _____collectively referred to as the "Borrower"), promises to pay to the order of Morrison Plus Franchising, LLC, with an address of 504 E. Route 66, Suite 102, Glendora, CA 91740 (the "Lender"), _____ Dollars ($_____) ("Loaned Amount") in thirty-six (36) equal monthly principal installments of $_____ plus interest at the rate equivalent to seven percent (7%) per annum on the unpaid principal balance (as more specifically stated below) with the first installment due and payable on the 5th day of the month immediately following Borrower's Opening Date, as that term is defined in that certain franchise agreement executed by and between Borrower and Lender on or about _____, 20__ (hereafter the "Franchise Agreement"), and the final installment of all unpaid principal and accrued interest due and payable on the 5th day of the thirty-sixth (36th) month following Borrower's Opening Date, if not sooner paid, with the privilege of prepaying the unpaid principal balance in whole or in part at any time without penalty. Interest shall be calculated on the basis of a 360-day year, counting the actual number of days elapsed.

In the event that any monthly payment hereunder shall become overdue for a period of three (3) days, the Borrower shall pay to the Lender a late charge of ten percent (10%) of such payment. Any other payments which may become due under the terms of this Note, including penalties, costs, and attorneys' fees, shall bear interest from the date upon which they become due at the rate of eighteen percent (18%) per annum or the highest rate allowable by law, whichever is lower. Such costs and fees shall become due and payable upon demand by Lender.

Notwithstanding the foregoing, this Note shall become immediately due and payable without further notice or demand upon the occurrence of any Event of Default. Each of the following shall constitute an "Event of Default," whatever the reason for such event and whether or not it shall be voluntary or involuntary, or be effected by operation of law or pursuant to any judgment or order of any court or any order, rule or regulation of any governmental or non-governmental body: (a) if the Opening Date does not occur in accordance with the Franchise Agreement, (b) if any payment of principal and/or interest on the Loaned Amount as aforesaid shall not be paid when due, (c) if Borrower shall breach any covenant or default in the performance of any obligation of Borrower under this Note, the security agreement of even date herewith securing the Note ("Security Agreement"), the Franchise Agreement, or any other agreement between Borrower and Lender or Lender's affiliates, (d) if Borrower shall admit to Lender that Borrower is unable to pay their debts as they become due, or shall become insolvent, or shall suspend transaction or operation of their Franchised Business, as that term is defined in the Franchise Agreement; (e) if Borrower enters into any oral and/or written agreement to sell, assign, gift and/or in any way transfer (or if Borrower does sell, assign, gift and/or in any way transfer) any of their interest in the Franchised Business, without Lender's prior written consent; (f) if Borrower shall make an assignment for the benefit of creditors, or files a voluntary petition under the Bankruptcy Code, as amended, or federal or state insolvency law or apply for or consent to the appointment of a receiver, trustee or custodian of all or a part of their property, in each case which shall remain unstayed for thirty (30) days; (g) if an order for relief shall be entered following the filing of an involuntary petition against Borrower under the Bankruptcy Code, as amended, or any other Federal or state insolvency law, or if an order shall be entered appointing a trustee, receiver or custodian of all or part of their property, in each case which shall remain unstayed for thirty (30) days; or (h) if any individual of Borrower dies or

becomes permanently incapacitated such that he or she is unable to perform daily functions on behalf of the Franchised Business.

Upon an Event of Default, payment of the entire unpaid balance of the Loaned Amount and all other sums due by Borrower hereunder together with interest accrued thereon at the rate hereinbefore specified, shall at the option of Lender and without further notice to Borrower, become due and payable immediately and payment of the same may be recovered in whole or in part at any time by one or more of the remedies provided to Lender in this Note or by law or at equity; and in such case, Lender may also recover all costs of suit and other expenses in connection therewith, together with reasonable attorney's fees for collection of twenty percent (20%) of the total amount then due by Borrower to Lender.

The remedies of Lender as provided herein shall be joint and several against Borrower, cumulative and concurrent and may be pursued singly, successively or together against Borrower and/or any other obligor under this Note to Lender as security for this Note, at the sole discretion of Lender, and such remedies shall not be exhausted by any exercise thereof but may be exercised as often as occasion therefor shall occur.

Lender shall not by any act of omission or commission be deemed to have waived any of Lender's rights or remedies hereunder unless such waiver be in writing and signed by Lender, and then only to the extent specifically set forth therein; a waiver on one event shall not be construed as continuing or as a bar to or waiver of such right or remedy on a subsequent event.

Borrower hereby waives and releases all errors, defects and imperfections of a procedural nature in any proceedings instituted by Lender under the terms of this Note, as well as all benefits that might accrue to Borrower by virtue of any present or future laws exempting any other property, real or personal, or any part of the proceeds arising from any sale of such property, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process or extension of time for payment, as well as the right of inquisition on any real estate that may be levied upon under a judgment obtained by virtue hereof, and Borrower hereby voluntarily condemns the same and authorizes the entry of such voluntary condemnation on any writ of execution issued thereon, and agrees that such real estate may be sold upon any such writ in whole or in part and in any order desired by Lender.

Except as otherwise provided herein, Borrower and all endorsers, sureties, and guarantors hereof jointly and severally and intending to be legally bound, waive presentment for payment, demand, notice of non-payment, notice of protest, and protest of this Note, and all other notices in connection with the delivery, acceptance, performance, default or enforcement of the payment of this Note, and they agree that the liability of each of them shall be unconditional without regard to the liability of any other party and shall not be in any manner affected by any indulgence, extension of time, renewal, waiver, or modification granted or consented to by Lender; and Borrower, all endorsers, sureties, and guarantors hereof consent to any and all extensions of time, renewals, waivers, or modifications that may be granted by Lender with respect to the payment or other provisions of this Note, and to the releases of the security for this Note, or any part thereof, with or without substitution, and agree that additional Borrowers, endorsers, guarantors, or sureties may become parties hereto without notice to them or affecting their liability hereunder.

Lender shall have the right to transfer, assign or pledge this Note and the benefits hereunder shall inure to the Lender, Lender's officers, directors, members, personal representatives, successors, and assigns. Borrower may not assign, transfer or pledge this Note without the express prior written consent of Lender. Furthermore, the Borrower's obligations hereunder shall inure to Borrower's heirs, successors and assigns.

The Borrower represents and warrants that the Borrower (a) will not breach or be in default on any agreement, mortgage, loan or credit arrangement by their execution of this Note; and (b) will be

bound and obligated under this Note and that this Note constitutes a valid, legal and binding obligation of the Borrower, enforceable by the Lender or its successors and assigns.

All notices hereunder shall be deemed given if hand-delivered or sent by certified mail, return receipt requested or recognized overnight carrier to the parties at the addresses specified above, or at such other addresses as the parties may specify from time to time in writing. Notice shall be deemed received upon delivery if hand-delivered or three (3) days after mailing, if mailed or one (1) day after being placed with an overnight carrier. All rights and obligations under this Note shall extend to and be binding upon the respective heirs, successors and assigns of the Borrower and Lender.

This Note will be governed by and construed in accordance with the laws of the State of California, except to the extent that the UCC provides for the application for the law of the Borrower's state of residence. Should any one or more provisions of this Note be determined to be illegal or unenforceable, all other provisions nevertheless shall be effective.

EXECUTED by each Borrower the day and year first above written.

_____

By: _____

_____,_____
(Print Name, Title)

_____

_____
(Print Name)

EXHIBIT D

PERSONAL GUARANTY

This Guaranty and Covenant (this "Guaranty") is given by the undersigned ("Guarantor") on_____, 20___ (the "Effective Date") to Morrison Plus Franchising, LLC, a California limited liability company ("Lender"), as an inducement to the execution of a certain Note and Security Agreement on or about the Effective Date (the "Note and Security Agreement"). The undersigned hereby, jointly and severally, unconditionally (a) guarantees to Lender, and Lender's successors and assigns, for the term of the Note and Security Agreement, that Borrower, as that term is defined in the Note, shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Note and Security Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Note and Security Agreement. Each of the undersigned waives: (1) acceptance and notice of acceptance by Lender of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of obligations hereby guaranteed; (4) any right to require that an action be brought against Borrower or any other person as a condition of liability; and (5) any and all other notices and legal or equitable defenses to which Guarantor be entitled.

Each of the undersigned consents and agrees that: (1) Guarantor's direct and immediate liability under this guaranty shall be joint and several; (2) Guarantor shall render any payment or performance required under the Note and the Security Agreement upon demand if Borrower fails or refuses punctually to do so; (3) such liability shall not be contingent or conditioned upon pursuit by Lender of any remedies against Borrower or any other person; and (4) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Lender may from time to time grant to Borrower 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 shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during the term of the Note.

The obligations of the undersigned hereunder are independent of the obligations of Borrower and, in the event of any default hereunder, a separate action or actions may be brought and prosecuted against the undersigned whether or not Borrower is joined therein or a separate action or actions is or are brought against Borrower. Lender may maintain successive actions for other defaults. Lender's rights hereunder shall not be exhausted by Lender's exercise of any of Lender's rights or remedies or by any such action or by any number of successive actions until and unless all obligations hereby guaranteed have been fully performed.

This Guaranty is a present, continuing, absolute and unconditional guaranty and notice of its acceptance is waived.

This Guaranty shall remain in full force and effect until full performance by Borrower pursuant to all of the terms of the Note, at which time this Guaranty and the obligations of the Guarantor hereunder shall cease and determine without any further action by the parties hereto, and Lender shall thereafter promptly return this Guaranty to Guarantor. No provision of this Guaranty or right of Lender hereunder can be waived nor shall the undersigned be released from its obligations hereunder except as set forth in the preceding sentence.

Upon the occurrence and continuation of an Event of Default hereunder, Lender shall have the right to use, and Guarantor hereby grants to Lender a security interest in any funds, securities or other property in its hands belonging to the Guarantor, which funds, securities or other property may be applied by Lender, as Lender shall elect, to secure the obligations of the Guarantor, hereunder and as endorsers of the Note. Guarantor shall execute and file all documents, including financing statements, to confirm the provisions of this paragraph to perfect the security interest herein granted. Guarantor hereby irrevocably appoints Lender, its designees and nominees, as such Guarantor's agents and attorneys-in-fact to execute in such Guarantor's name and to file such documents and instruments.

This agreement will be governed by and construed in accordance with the laws of the State of California, except to the extent that the UCC provides for the application for the law of the Guarantor's state of residence. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions nevertheless shall be effective.

This shall be an agreement of suretyship as well as a guaranty and Guarantor agrees that this Guaranty may be enforced by Lender without the necessity at any time of resorting to or exhausting any other security or collateral given in connection herewith or with the Note or the Security Agreement or otherwise and recovery hereunder shall not be limited to such security or collateral.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, has executed this Guaranty on the date first above written.

_____

_____
(Print Name)

EXHIBIT E

SECURITY AGREEMENT

THIS AGREEMENT, made as of _____, 20_ by and between _____ _____, a _____having a principal address of _____ _____ and _____, an individual having a principal address of ___ _____ (_____ and _____ _____collectively referred to as the "Debtor"), and Morrison Plus Franchising, LLC, a California limited liability company, with an address of 504 E. Route 66, Suite 102, Glendora, CA 91740 (the "Secured Party")

WHEREAS, Debtor has executed and delivered to Secured Party a promissory note, bearing even date herewith ("Note"'), and

WHEREAS, Secured Party desires to secure the Debtor's payment of all amounts due under the Note and the Debtor's performance of all of their obligations under the Note by taking a security interest in certain of Debtor's property.

NOW, THEREFORE, intending to be legally bound by this Agreement, Debtor and Secured Party mutually covenant and agree as follows:

1. *Security Interest.* Debtor hereby grants and conveys to Secured Party a continuing security interest in and lien upon all Collateral (as hereinafter defined), now owned or hereafter acquired or arising in connection with the Debtor's Franchised Business, as that term is defined in that certain franchise agreement executed by and between Debtor and Secured Party on or about _____, 20 (hereafter the "Franchise Agreement") or otherwise, all in accordance with the provisions of the Uniform Commercial Code as enacted in the state in which the assets secured herein will be located (the "UCC"). Such security interest is granted as security for the payment of all amounts due by the Debtor to Secured Party under the Note and Debtor's performance of all of its obligations under the Note.

2. *Collateral.* For purposes of this Agreement, "Collateral"' is defined to include all stocks and assets of each of Debtor, now owned or possessed or hereafter acquired, wherever located, whether new or used, including but not limited to, all accounts; accounts receivable; contract rights; leases; furniture; furnishings; equipment; fixtures; tools; accessories; movable trade fixtures; goods held for sale, including all supplies, finished goods and all other items customarily classified as inventory; chattel paper; instruments; documents; letters of credit; all funds on deposit with any financial institution; commissions; and including the proceeds and products therefrom and any and all substitutions, replacements, additions and accessions thereto and any rebate/award program (or similar incentive programs) to which Debtor may be entitled pursuant to the Franchise Agreement, as well as all parts, replacements, substitutions, profits, products and cash and non-cash proceeds of the foregoing Collateral (including insurance and condemnation proceeds payable by reason of condemnation of or loss or damage thereto).

3. *Debtor's Warranties, Representations and Agreements.* The Debtor represents and warrants to Secured Party and agrees that:

(a) Except for the security interest herein granted, Debtor is the owner of the Collateral free from any adverse lien, security interest or encumbrance;

(b) Debtor agrees to keep complete and accurate Books and Records (as used herein, the term "Books and Records" is defined to include all books of original and final entry, records, ledgers, receipts and

documentation, including computer programs, software, stored material and data banks associated with or arising out of Debtor's Franchised Business or record keeping) and make all necessary entries therein to reflect the quantities, costs, value and location of the Collateral. Debtor agrees to mark their Books and Records in such fashion as to indicate the security interest granted to Secured Party herein. Debtor will permit Secured Party, its officers, employees and agents, to have access to all of Debtor's Books and Records and any other records pertaining to Debtor's Franchised Business which Secured Party may request, and will cause all persons and services including online accounts, bookkeeping services, accountants and the like, to make all such Books and Records available to Secured Party, its officers, employees and agents and, if deemed necessary by Secured Party in Secured Party's sole discretion, permit Secured Party, its officers, employees and agents to duplicate, at Debtor's expense, the Books and Records at Debtor's place of business or any other place where they may be found. Secured Party's right to inspect and duplicate Debtor's Books and Records will be enforceable at law by action of replevin or by any other appropriate remedy at law or in equity;

(c) The Collateral and Books and Records are, have been and will be kept at the Debtor's address as set forth above and/or the location set forth on Attachment 2 of the Franchise Agreement;

(d) Debtor shall immediately notify Secured Party in writing of any event causing deterioration, loss or depreciation in value of any of the Collateral and the amount of such loss or depreciation. Debtor shall permit Secured Party, its officers, employees and agents, access to the Collateral at any time and from time to time, as and when requested by Secured Party, for the purposes of examination, inspection and appraisal thereof and verification of Debtor's Books and Records pertaining thereto, and Debtor will pay the expenses of these inspections and audits on Secured Party's request. Debtor will promptly notify Secured Party in writing if there is any change in the status or physical condition of any Collateral. Debtor agrees not to return any Collateral to the supplier thereof without obtaining Secured Party's prior written consent;

(e) Debtor will not sell, exchange, lease, rent or otherwise dispose of any of the Collateral or of any Debtor's rights therein, other than in the ordinary course of Debtor's Franchised Business, without the prior written consent of Secured Party;

(f) Debtor will care for and preserve the Collateral in good condition and repair at all times and will pay the cost of repairs to and maintenance and preservation of the Collateral and will not permit anything to be done that may impair the value of any of the Collateral or the security intended to be afforded by this Agreement;

(g) No Event of Default has occurred and no event has occurred which, with the passage of time or the giving of notice or both, could be an Event of Default hereunder;

(h) Debtor will notify the Secured Party in writing prior to beginning to engage in business in any corporate or fictitious name other than its present corporate name;

(i) Debtor will not use the Collateral in violation of any federal, state or local statute or ordinance;

(j) Debtor will comply with each covenant set forth in the Note and the Franchise Agreement;

(k) Debtor will not hereafter grant a security interest in the Collateral to any person, firm or corporation;

(l) If any of the Collateral or any of Debtor's Books and Records are at any time to be located on premises leased by Debtor or on premises owned by Debtor subject to a mortgage or other lien, Debtor shall obtain and deliver or cause to be delivered to Secured Party prior to delivery of any Collateral or Books and Records concerning the Collateral to said premises, an agreement, in form satisfactory to Secured Party, waiving the landlord's, mortgagee's or lienholder's rights to enforce any claim against Debtor for

moneys due under the landlord's lien, mortgagee's mortgage or other lien by levy of distraint or other similar proceeding against the Collateral or Debtor's Books and Records and assuring Secured Party's ability to have access to the Collateral and Debtor's Books and Records in order to exercise Secured Party's rights to take possession thereof and to remove them from such premises;

(m) Debtor will keep the Collateral insured against all hazards in such amounts and by such insurers as are satisfactory to Secured Party, with insurance policies which provide for at least ten (10) days prior written notice to Secured Party of any cancellation or reduction in coverage. Debtor will cause Secured Party's security interest to be endorsed on all policies of insurance in such manner that all payments for losses will be paid to Secured Party as loss-payee and will furnish Secured Party with evidence of such insurance and endorsements. Debtor will keep such insurance in full force and in effect at all times. In the event that Debtor fails to pay any such insurance premiums when due, Secured Party may but is not required to pay such premiums and add the costs thereof to the amounts due Secured Party by Debtor under the Note. Debtor hereby agrees to pay such premiums to Secured Party with interest at the highest rate of interest being charged to Debtor by Secured Party under the Note at the time of payment of such premiums by Secured Party. Debtor hereby assigns to Secured Party any returned or unearned premiums which may be due upon cancellation of any such policies for any reason whatsoever and directs the insurers to pay Secured Party any amount so due.

4. *Use of Collateral; Casualty.* Until the occurrence of an Event of Default, Debtor may sell and use the Collateral in the ordinary course of its business, consistent with past practices, and accept the return of and repossess goods constituting the Collateral. Immediately upon the loss, damage or destruction of any Collateral, Debtor will deliver to Secured Party an amount equal to the greater of Debtor's (a) actual cost or (b) replacement cost of the Collateral so lost, damaged or destroyed, less the amount of any insurance proceeds thereon anticipated to be collected and retained by Secured Party.

5. *Event of Default.* The occurrence of any one or more of the following will be an "Event of Default" hereunder:

(a) The failure of Debtor at any time to observe or perform any of their warranties, representations or agreements contained in this Agreement or any other agreement between Debtor and Secured Party;

(b) Debtor's default under the terms of the Note;

(c) The subjection of the Collateral or any rights therein to or the threat of any judicial process, condemnation or forfeiture proceedings;

(d) The insolvency of Debtor, the commencement of a voluntary or involuntary case in bankruptcy against Debtor, the consenting of Debtor to the appointment of a receiver or trustee of any of its property or any part thereof, or the entry of any order of relief against Debtor in any case.

6. *Secured Party's Rights and Remedies.* Upon or after the occurrence of any Event of Default, Secured Party may do any or all of the following, all of which rights and remedies shall be cumulative and any and all of which may be exercised from time to time and as often as Secured Party shall deem necessary or desirable:

(a) Exercise any and all rights, privileges and remedies available to Secured Party under this Agreement, the Note and the Franchise Agreement, and under the UCC, or any other applicable law, including without limitation the right to require the Debtor to assemble the Collateral and make it available to Secured Party at a designated place reasonably convenient for disposition;

(b) Notify Debtor's lessees, renters and account debtors to make all payments directly to Secured Party and to surrender, at the termination of any lease of any Collateral, the item or items of Collateral so leased or to pay the sale option price, if any, directly to Secured Party;

(c) Cure any default in any reasonable manner and add the cost of any such cure to the amount due under the Note and accrue interest thereon at the rate then being charged by Secured Party under the Note;

(d) Retain all of Debtor's Books and Records;

(e) Upon five (5) days prior written notice to Debtor, which notice Debtor acknowledges is sufficient, proper and commercially reasonable, Secured Party may sell, lease or otherwise dispose of the Collateral, at any time and from time to time, in whole or in part, at public or private sale, without advertisement or notice of sale, all of which are hereby waived, and apply the proceeds of any such sale:

(i) first, to the expenses of Secured Party in preparing the Collateral for sale, selling and the like, including without limitation reasonable attorneys' fees and expenses incurred by Secured Party (including fees and expenses of any litigation incident to any of the foregoing);

(ii) second, to the payment in full of all sums owing to Secured Party under the Note and the satisfaction of all of the Debtor's obligations under the Note and the Franchise Agreement; and

(iii) any excess shall be paid to Debtor.

The waiver of any Event of Default, or Secured Party's failure to exercise any right or remedy hereunder, shall not be deemed a waiver of any subsequent Event of Default or of the right to exercise that or any other right or remedy available to Secured Party.

7. *Miscellaneous.* The rights and privileges of Secured Party under this Agreement will inure to the benefit of its endorsers, successors and assigns forever and this Agreement shall bind all persons who become bound as a debtor to this Agreement. All representations, warranties and agreements of Debtor contained in this Agreement will survive this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of California, except to the extent that the UCC provides for the application for the law of the Debtor's state of residence. If any provision of this Agreement will for any reason be held to be invalid or unenforceable, such invalidity or unenforceability will not affect any other provision hereof, but this Agreement will be construed as if such invalid or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Security Agreement to be duly executed and sealed as of the day and year first above written.

DEBTOR

_____

By: _____

_____,_____
(Print Name, Title)

_____

_____
(Print Name)

SECURED PARTY

MORRISON PLUS FRANCHISING, LLC

By: _____

Duane Morrison, President
(Print Name)

EXHIBIT F

FINANCIAL STATEMENTS

Morrison Plus Franchising, LLC

EXHIBIT G

MORRISON PLUS PROPERTY INSPECTIONS OPERATIONS MANUAL

TABLE OF CONTENTS

EXHIBIT H

FRANCHISED OUTLETS AS OF SEPTEMBER 30, 2024

Franchisee	Location	Contact Information
~~David Nguyen~~	~~9603 Glandon Street Bellflower, CA 90706~~	~~(714) 287-9994~~
~~Taylor Poage~~	~~278 E Colorado Blvd Unit 1320 Pasadena, CA 91101~~	~~(818) 679-6608~~
~~Gary &~~ Blake Sterkel	8442 Via Ladera Rancho Cucamonga, CA 91730	(877) 858-PLUS
Victor Solis	8212 Rockbury Way Antelope, CA 95843	(916) 735-3123
Jordan Wilkins	11852 Washington Place Unit 5 Los Angeles, CA 90066	(310) 488-6461
~~Gary &~~ Blake Sterkel	8442 Via Ladera Rancho Cucamonga, CA 91730	~~(909) 851-7091~~(877) 858-PLUS
~~Walter Jimenez & Andrea Rodriguez~~	~~3518 E 1st Street Los Angeles, CA 90063~~	~~(562) 619-1628~~
Bret Enerson	155 Franklin Ave San Gabriel, CA 91775	(949) 577-0035
Bret Enerson & James Francis	Long Beach, CA 90803	(562) 766-8080
Adam Bowman & Salena Garcia	4628 Salvador Lane Oakley, CA 94561	(925) 752-5341
Keith Beard	73 White Sands Trabuco Canyon, CA 92679	(949) 468-6955
Pete Compere	Thousand Oaks Camarillo, CA 93010	(805) 869-8555
Pete Compere	Ventura County, Camarillo, CA 93002	(805) 869-8555
Richard Vila	639 Saint Andrews Road Henderson, NV 89015	(702) 623-7776

Franchisee	Location	Contact Information
Jalen Jones~~,~~	3030 Summer St., Houston, ~~Texas,~~TX 77007	(832) 707-0113,
Steven Fangio	3719 Brookstone Dr. Sherman, TX 70592	(972) 626-1214
Jared Zenger	Park City, Utah 84060	(435) 239-0982

Franchise ~~Agreements~~ Signed But Outlet Not Open As Of September 30, ~~2023~~2024:

None.

Former Franchisees as of September 30, 2024:

~~None.~~

Former Franchisee Name	City	Contact Information
David Nguyen	Bellflower, CA	(714) 287-9994
Taylor Poage	Pasadena, CA	(818) 679-6608
Gary Sterkel*	Rancho Cucamonga, CA	(909) 851-7091

*Former principal of existing franchisee

EXHIBIT I
GENERAL RELEASE

_____ ("Franchisee") and its principal(s):

_____

_____

_____

_____

(collectively, "Franchisee's Principal(s)"), on behalf of themselves and their respective officers, directors, employees, successors, assigns, heirs, personal representatives, and all other persons acting on their behalf or claiming under them (collectively, the "Franchisee Releasors"), hereby release, discharge and hold harmless _____Morrison Plus Franchising, LLC ("Franchisor"), Morrison Plus Properties, LLC, their parent company, affiliates, and each of their respective officers, directors, shareholders, employees, agents, attorneys, successors, and assigns (collectively, the "Franchisor Releasees") from any suits, claims, controversies, rights, promises, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of action of every nature, character and description, in law or in equity, whether presently known or unknown, vested or contingent, suspected or unsuspected arising under, relating to, or in connection with the Franchise Agreement dated _____ between Franchisee and Franchisor and any related agreements and the relationship created thereby, or the Franchised Business operated under the Franchise Agreement, or any claims or representations made relative to the sale of the franchise to operate such Franchised Business or under any federal or state franchise or unfair or deceptive trade practice laws, which any of the Franchisee Releasors now own or hold or have at any time heretofore owned or held against the Franchisor Releasees (collectively, the "Franchisee Released Claims").

FRANCHISEE AND FRANCHISEE'S PRINCIPAL(S) ON BEHALF OF THEMSELVES AND THE FRANCHISEE RELEASORS WAIVE ANY RIGHTS AND BENEFITS CONFERRED BY ANY APPLICABLE PROVISION OF LAW EXISTING UNDER ANY FEDERAL, STATE OR POLITICAL SUBDIVISION THEREOF WHICH WOULD INVALIDATE ALL OR ANY PORTION OF THE RELEASE CONTAINED HEREIN BECAUSE SUCH RELEASE MAY EXTEND TO CLAIMS WHICH THE FRANCHISEE RELEASORS DO NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTION OF THIS AGREEMENT. The Franchisee Releasors also covenant not to bring any suit, action, or proceeding, or make any demand or claim of any type, against any Franchisor Releasees with respect to any Franchisee Released Claim, and Franchisee and Franchisee's Principal(s) shall defend, indemnify and hold harmless each of Franchisor Releasees against same.

Executed as of _____, 20___.

FRANCHISEE:

Attest: _____ By:_____

_____ _____,_____

(Name) (Name, Title)

FRANCHISEES'S PRINCIPAL:

_____ _____

Witness Name:_____ Print Name: _____

_____ _____

Witness Name:_____ Print Name: _____

_____ _____

Witness Name:_____ Print Name: _____

_____ _____

Witness Name:_____ Print Name: _____

***NOT FOR USE IN CALIFORNIA**

EXHIBIT J

MORRISON PLUS PROPERTY INSPECTIONS ACKNOWLEDGEMENT STATEMENT

Acknowledgement of the truthfulness of the statements below are an inducement for the Franchisor to enter into a Franchise Agreement (or Multi-Unit Development Agreement). Notify Franchisor immediately, prior to acknowledgment, if any statement below is incomplete or incorrect.

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

1. Franchisee has conducted an independent investigation of all aspects relating to the financial, operational and other aspects of the business of operating the Franchised Business. Franchisee further acknowledges that, except as may be set forth in Franchisor's Disclosure Document, no representations of performance (financial or otherwise) for the Franchised Business provided for in this Agreement has been made to Franchisee by Franchisor and Franchisee and any and all Principals hereby waive any claim against Franchisor for any business failure Franchisee may experience as a franchisee under this Agreement.

_____
Initial

2. Franchisee has conducted an independent investigation of the business contemplated by this Agreement and understands and acknowledges that the business contemplated by this Agreement involves business risks making the success of the venture largely dependent upon the business abilities and participation of Franchisee and its efforts as an independent business operation.

_____
Initial

3. Franchisee agrees that no claims of success or failure have been made to it or him or her prior to signing the Franchise Agreement and that it/she/he understands all the terms and conditions of the Franchise Agreement. Franchisee further acknowledges that the Franchise Agreement contains all oral and written agreements, representations and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and that this Agreement cannot be changed or terminated orally.

_____
Initial

4. Franchisee has no knowledge of any representations by Franchisor or its officers, directors, shareholders, employees, sales representatives, agents or servants, about the business contemplated by the Franchise Agreement that are contrary to the terms of the Franchise Agreement or the documents incorporated herein. Franchisee acknowledges that no representations or warranties are made or implied, except as specifically set forth in the Franchise Agreement. Franchisee represents, as an inducement to Franchisor's entry into this Agreement, that it has made no misrepresentations in obtaining the Franchise Agreement.

_____
Initial

5. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by the Franchise Agreement.

_____
Initial

6. Franchisee acknowledges that Franchisor's approval or acceptance of Franchisee's Business location does not constitute a warranty, recommendation or endorsement of the location for the Franchised Business, nor any assurance by Franchisor that the operation of the Franchised Business at the premises will be successful or profitable.

_____
Initial

7. Franchisee acknowledges that it has received the Morrison Plus Franchising, LLC Franchise Disclosure Document with a complete copy of the Franchise Agreement and all related Attachments and agreements at least fourteen (14) calendar days prior to the date on which the Franchise Agreement was executed. Franchisee further acknowledges that Franchisee has read such Franchise Disclosure Document and understands its contents.

_____
Initial

8. Franchisee acknowledges that it has had ample opportunity to consult with its own attorneys, accountants and other advisors and that the attorneys for Franchisor have not advised or represented Franchisee with respect to the Franchise Agreement or the relationship thereby created.

_____
Initial

9. Franchisee, together with Franchisee's advisers, has sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the Franchise granted by the Franchise Agreement.

_____
Initial

10. Franchisee is aware of the fact that other present or future franchisees of Franchisor may operate under different forms of agreement(s), and consequently that Franchisor's obligations and rights with respect to its various franchisees may differ materially in certain circumstances.

_____
Initial

11. It is recognized by the parties that Franchisor is also (or may become) a manufacturer or distributor of certain products under the Marks licensed herein; and it is understood that Franchisor does not warrant that such products will not be sold within the Franchisee's Territory by others who may have purchased such products from Franchisor.

_____
Initial

12. BY EXECUTING THE FRANCHISE AGREEMENT, FRANCHISEE AND ANY PRINCIPAL, INDIVIDUALLY AND ON BEHALF OF FRANCHISEE'S AND SUCH PRINCIPAL'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY FOREVER RELEASE AND DISCHARGE MORRISON PLUS FRANCHISING, LLC, MORRISON PLUS PROPERTIES, LLC, AND ANY OF EITHER'S PARENT COMPANY, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES, AND THE FOREGOING ENTITIES' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS, DESIGNEES AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS AND JUDGMENTS RELATING TO OR ARISING UNDER THE STATEMENTS, CONDUCT, CLAIMS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES EXECUTED PRIOR TO THE DATE OF THE FRANCHISE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER PRESENTLY KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ARISING UNDER THE FRANCHISE, SECURITIES, TAX OR ANTITRUST LAWS OF THE UNITED STATES OR OF ANY STATE OR TERRITORY THEREOF.

_____
Initial

FRANCHISEE:

_____

By:_____

_____,_____
(Print Name, Title)

Date:_____

PRINCIPAL:

_____

_____
(Print Name)

Date: _____

PRINCIPAL:

_____

_____
(Print Name)

Date: _____

EXHIBIT K

STATE ADDENDA

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF CALIFORNIA

The Department of Financial Protection and Innovation for the State of California requires that certain provisions contained in franchise documents be amended to be consistent with California Franchise Investment Law, Cal. Corp. Code Section 31000 et seq., and of the Rules and Regulations promulgated thereunder. To the extent that this Disclosure Document contains provisions that are inconsistent with the following, such provisions are hereby amended.

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

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

3. Item 3 is amended to add:

   Neither Franchisor nor any person described in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C. 8.78(a) et seq. suspending or expelling such persons from membership in such association or exchange.

4. Item 17 is amended to state:

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

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

   (c) The franchise agreement contains a liquidated damages clause. Under California Civil Code section 1671, certain liquidated damages clauses are unenforceable.

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

4. Item 5 is amended to state:

   The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a

development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

5. The terms of Item 5 of this Disclosure Document have been negotiated with other franchisees. A copy of all Negotiated Sales Notices filed in California in the last twelve months is attached on the following page(s).

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

IN WITNESS WHEREOF, the parties hereto have duly executed this California Amendment to the Franchise Agreement or Area Development Agreement on the same date as that on which the Franchise agreement or Area Development Agreement was executed.

FRANCHISOR:
Morrison Plus Franchising, LLC

By: _____

Duane Morrison, President
(Print Name, Title)

FRANCHISEE:

_____

By: _____

_____
(Print Name, Title)

PRINCIPAL:

By: _____

_____
(Print Name)

PRINCIPAL:

By: _____

_____
(Print Name)

ADDENDUM TO FRANCHISE AGREEMENT FOR MORRISON PLUS FRANCHISING, LLC REQUIRED BY THE STATE OF CALIFORNIA

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

b) Section 6.1 of the Franchise Agreement is amended to state:

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

IN WITNESS WHEREOF, the parties hereto have duly executed this California Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:
Morrison Plus Franchising, LLC

By: _____

Duane Morrison, President
(Print Name, Title)

FRANCHISEE:

_____

By: _____

_____
(Print Name, Title)

PRINCIPAL:

By: _____

_____
(Print Name)

~~PRINCIPAL:~~

By: _____

_____

(Print Name)

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE ILLINOIS FRANCHISE DISCLOSURE ACT

The Illinois Attorney General requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Illinois Franchise Disclosure Act, 815 ILCS §§ 705/1 et seq. (1987) (the "Act"). To the extent that (i) the jurisdictional requirements of the Act are met and (ii) this Franchise Disclosure Document and Franchise Agreement contain provisions that are inconsistent with the following, such provisions are hereby amended:

(a) Illinois law governs the Franchise Agreement(s).

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 the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

(b) No franchisee shall be required to litigate any cause of action, with the exception of arbitration proceedings, arising under the Franchise Agreement or the Act outside of the State of Illinois, nor shall the Franchise Agreement provide for a choice of law provision for any state other than Illinois.

(c) Any condition, stipulation, or provision purporting to bind a franchisee to waive compliance with any provision of the Act, or any other Illinois law is void. The foregoing requirement, however, shall not prevent a franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Act, and shall not prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

(d). The Illinois Attorney General's Office requires us to defer payment of the initial franchise fee and other payments owed by Franchisees to the Franchisor until the Franchisor has completed its pre-opening obligations under the Franchise Agreement and the Franchisee has commenced business operations. The Illinois Attorney General's office imposed this deferral requirement due to the Franchisor's financial condition.

AMENDMENT TO THE MORRISON PLUS FRANCHISING, LLC FRANCHISE AGREEMENT REQUIRED BY THE STATE OF ILLINOIS

In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS §§ 705/1 et seq. (1987) (the "Act"), which govern the attached Board and Brush Creative Studio Franchise Agreement (the "Franchise Agreement"), the parties thereto agree as follows:

1. To the extent of any inconsistences, the Franchise Agreement is hereby amended to further state:

"Section 4 of the Act provides that no franchisee shall be required to litigate any cause of action, with the exception of arbitration proceedings, arising under the Franchise Agreement or the Act outside of the State of Illinois."

2. To the extent of any inconsistences, the Franchise Agreement is hereby amended to further state:

"Illinois law governs the terms of this Franchise Agreement."

3. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to further state:

"Section 41 of the Act provides that any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Act, or any other Illinois law is void. The foregoing requirement, however, shall not prevent Franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Act, and shall not prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code."

4. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to further state:

"To the extent any provision regarding termination or renewal of the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act §§ 815 ILCS §§ 705/19 and 705/20, the provisions of these sections of the Act will control."

5. Your payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations and you have commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial status.

6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Illinois Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

MORRISON PLUS FRANCHISING, LLC

By: _____

Duane Morrison, President
(Print Name, Title)

FRANCHISEE:

_____

By: _____

_____,
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

PRINCIPAL:

_____

_____
(Print Name)

~~ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE INDIANA FRANCHISE DISCLOSURE LAW AND THE INDIANA DECEPTIVE FRANCHISE PRACTICES ACT~~

~~The Indiana Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with Indiana law, including the Indiana Franchises Act, Ind. Code Ann. §§ 1 - 51 (1994) and the Indiana Deceptive Franchise Practices Act, Ind. Code Ann. § 23-2-2.7 (1985) (collectively referred to as the "Acts"). To the extent that (a) the jurisdictional requirements of the Acts are met and (b) this Franchise Disclosure Document and Franchise Agreement contain provisions that are inconsistent with the following, such provisions are hereby amended:~~

~~(a) To the extent the Franchise Agreement contains provisions allowing the establishment of franchisor-owned outlets that are inconsistent with the Indiana Deceptive Franchise Practices Act § 23-2-2.7(2), the requirements of this section of the Indiana Act will control.~~

~~(b) The franchisor may not make any substantial modification of the Franchise Agreement without the franchisee's written consent.~~

~~(c) To the extent any provision regarding renewal or termination of the Franchise Agreement is inconsistent with the Indiana Deceptive Franchise Practices Act §§ 23-2-2.7(7) and (8), the provisions of these sections of the Indiana Act will control.~~

~~(d) Any requirement in the Franchise Agreement that requires the franchisee to prospectively assent to a release, assignment, novation, wavier or estoppel shall not relieve any person from liability arising under the Acts.~~

~~(e) To the extent the covenants not to compete upon expiration or termination of the Franchise Agreement are inconsistent with the Indiana Deceptive Franchise Practices Act § 23-2-2.7(9), the provisions of this section of the Indiana Act will control.~~

~~(f) To the extent that any provision of the Franchise Agreement would be deemed unenforceable pursuant to the Indiana Deceptive Franchise Practices Act § 23-2-2.7(10), as this section of the Indiana Act is interpreted and applied, such provision of the Franchise Agreement shall be so deleted therefrom.~~

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF MARYLAND

The Office of Attorney General for the State of Maryland requires that certain provisions contained in franchise documents be amended to be consistent with Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., and of the Rules and Regulations promulgated under the Act (collectively the "Maryland Franchise Law"). To the extent that this Disclosure Document or Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. No requirement that you agree to any release, assignment, novation, estoppel, or waiver of liability as a condition to your purchasing a Morrison Plus Property Inspection franchise shall act as a release, estoppel or waiver of any liability under the Maryland Franchise Law.

2. Item 17 is amended to state:

(a) Any claims arising under the Maryland Franchise Law must be brought within three (3) years after the grant of the franchise.

(b) Any general release required by the terms and conditions of the Franchise Agreement as a condition of renewal, assignment or transfer shall not apply to any liability under the Maryland Franchise Law.

(c) Our right to terminate you upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. §101 *et. seq.*).

(d) Nothing herein shall waive your right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

3. Item 5 of the Franchise Disclosure Document Relating the payment of the Initial Franchisee Fee is hereby amended to state that the Franchisor will defer collection of these fees until Franchisor has fulfilled its initial pre-opening obligations and Franchisee may open for business.

THE REGISTRATION OF THIS FRANCHISE DISCLOSURE DOCUMENT WITH MARYLAND SECURITIES DIVISION OF THE OFFICE OF ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE SECURITIES COMMISSIONER.

AMENDMENT TO THE MORRISON PLUS FRANCHISING, LLC FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MARYLAND

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., and of the Rules and Regulations promulgated thereunder, the parties to the attached Morrison Plus Property Inspections Franchise Agreement (the "Franchise Agreement") agree as follows:

1. The Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a franchisee's assent to a release of liability under that Law as a condition for the sale, renewal, assignment or transfer of the franchise. To the extent of any inconsistencies with the Maryland Franchise Registration and Disclosure Law contained in Article 5 or Section 16.3 of the Franchise Agreement, such inconsistent provisions are hereby deleted.

2. To the extent of any inconsistencies, Section 17.1 of the Franchise Agreement is hereby amended to further state:

"Our right to terminate you upon your bankruptcy, however, may not be enforceable under federal bankruptcy law (11 U.S.C. §101 *et. seq*.)."

3. To the extent of any inconsistencies, Section 20.3 of the Franchise Agreement is hereby amended to further state:

"Nothing herein shall waive your right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland."

4. To the extent of any inconsistencies, Section 20.6 of the Franchise Agreement is hereby amended to further state:

"Any claims arising under the Maryland Franchise Law must be brought within three (3) years after the grant of the franchise."

5. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., are met independently without reference to this Amendment.

7. Section 6.1 of the Franchise Agreement relating the payment of the Initial Franchise Fee is hereby amended to state that the Franchisor will defer collection of the Initial Franchise Fee until Franchisor has fulfilled its initial pre-opening obligations and Franchisee may open for business.

The parties hereto have duly executed this Maryland Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

MORRISON PLUS FRANCHISING LLC

By:

Duane Morrison, President
(Print Name, Title)

FRANCHISEE:

By:

,
(Print Name, Title)

PRINCIPAL:

(Print Name)

PRINCIPAL:

(Print Name)

ADDENDUM TO THE
MORRISON PLUS FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF NORTH DAKOTA

The North Dakota Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with North Dakota law, including the North Dakota Franchise Investment Law, NDCC § 51-19 *et seq.* ("NDFIL"). To the extent that (a) the jurisdictional requirements of the NDFIL are met and (b) this Franchise Disclosure Document and Franchise Agreement contain provisions that are inconsistent with the following, such provisions are hereby amended:

1. Item 17(c) of the Disclosure Document and Section 5 of the Franchise Agreement are hereby amended to indicate that a franchisee shall not be required to sign a general release.

2. Item 6 and Item 17(i) of the Disclosure Document, Section 18 of the Franchise Agreement requires the franchisee to consent to termination or liquidated damages. Since the Commissioner has determined this to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law, these provisions are hereby deleted in each place they appear in the Disclosure Document and Franchise Agreement used in North Dakota.

3. Covenants not to compete are generally considered unenforceable in the State of North Dakota, in accordance with Section 51-19-09 of the North Dakota Franchise Investment Law. Item 17(r) of the Disclosure Document, Section 19 of the Franchise Agreement are amended accordingly.

4. Item 17(u) of the Disclosure Document, Section 20 of the Franchise Agreement are amended to provide that arbitration shall be held at a site that is agreeable to all parties.

5. Item 17(v) of the Disclosure Document and the provisions of Section 20 of the Franchise Agreement which require jurisdiction of courts in the Commonwealth of Pennsylvania are deleted.

6. Item 17(w) of the Disclosure Document, Section 20 of the Franchise Agreement are amended to indicate that the agreements are to be construed according to the laws of the State of North Dakota.

7. Apart from civil liability as set forth in Section 51-19-12 N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents. Therefore, North Dakota franchisees will not be required to waive their rights under North Dakota law.

8. The provisions of Section 20 of the Franchise Agreement which require a franchisee to consent to (1) a waive of trial by jury and (2) a waiver of exemplary and punitive damages are contrary to Section 51-19-09 of the North Dakota Franchise Investment Law and are hereby deleted.

9. The provisions of Section 20 of the Franchise Agreement which require a franchisee to consent to a limitation of claims are hereby amended to state that the statute of limitations under North Dakota law applies.

10. In the State of North Dakota only, we will defer the payment of the initial franchise fee, development fee and any other initial payment until all of our material pre-opening obligations have been satisfied and until you open your business, and it is operating.

The parties hereto have duly executed this North Dakota Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

MORRISON PLUS FRANCHISING, LLC

By: _____

Duane Morrison, President
(Print Name, Title)

FRANCHISEE:

_____

By: _____

_____,
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

PRINCIPAL:

_____

_____
(Print Name)

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF MINNESOTA

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

1. Item 6, Non-Sufficient Funds Fee, is amended to state:

Pursuant to Minn. Stat. § 604.113, the Non-Sufficient Funds Fee is $30.00 per occurrence.

2. Item 17 is amended to state:

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

(b) In accordance with Minn. Stat. § 80C.14 subd. 3-5, except in certain specified cases, we will give you 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement. Additionally, we will not unreasonably withhold our consent to a transfer of your Board and Brush Creative Studio.

(c) In accordance with Minnesota Rules 2860.4400(D), we cannot require you to assent to a general release.

(d) In accordance with Minnesota Rules 2860.4400(J), we cannot require you to consent to liquidated damages.

(e) Minn. Stat. § 80C.17 subd. 5 requires that an action be commenced pursuant to the Franchise Act within three (3) years after the cause of action accrues.

(f) You cannot consent to us obtaining injunctive relief. We may seek injunctive relief. See Minnesota Rules 2860.4400(J),

AMENDMENT TO THE
MORRISON PLUS FRANCHISING, LLC
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MINNESOTA

In recognition of the requirements of the Minnesota Statutes Chapter 80C, the parties to the attached Morrison Plus Property Inspection Franchise Agreement (the "Franchise Agreement") agree as follows:

1. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee's assent to a release other than as part of a voluntary settlement of disputes. To the extent of any inconsistencies with the Minnesota Rules requirement contained in Sections 5.2.5 or 16.3.6 of the Franchise Agreement, such inconsistent provisions are hereby deleted.

2. To the extent of any inconsistencies, Section 5.1.1 of the Franchise Agreement is hereby amended to state:

> "Except in certain specified cases as set forth in Minn. Stat. § 80C.14 subd. 4, Franchisor will give Franchisee 180 days' notice for non-renewal of the Franchise Agreement."

3. To the extent of any inconsistencies, Section 6.4 of the Franchise Agreement is hereby amended to state that the non-sufficient funds fee is Thirty Dollars ($30.00) per occurrence.

4. To the extent of any inconsistencies, Sections 17.1 through 17.3 of the Franchise Agreement are hereby amended to state:

> "Except in certain specified cases as set forth in Minn. Stat. § 80C.14 subd. 3, Franchisor will give Franchisee 90 days notice of termination (with 60 days to cure)".

5. To the extent of any inconsistencies, Article 20, Dispute Resolution, of the Franchise Agreement is hereby amended to state:

> "Franchisor cannot require Franchisee to: (i) conduct litigation outside Minnesota, (ii) waive a jury trial, or (iii) consent to liquidated damages, termination penalties or judgment notes. Nothing in this Franchise Agreement shall abrogate or reduce (1) any of Franchisee's rights as provided for in Minn. Stat. Chapter 80C or (2) Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Franchisee cannot consent to Franchisor obtaining injunctive relief. Franchisor may seek injunctive relief."

8. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Statutes Chapter 80C are met independently without reference to this Amendment

~~The parties hereto have duly executed this Minnesota Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.~~

~~FRANCHISOR:~~

~~MORRISON PLUS FRANCHISING, LLC~~

~~By:~~

~~Duane Morrison, President~~
~~(Print Name, Title)~~

~~FRANCHISEE:~~

~~By:~~

~~,~~
~~(Print Name, Title)~~

~~PRINCIPAL:~~

~~(Print Name)~~

~~PRINCIPAL:~~

~~(Print Name)~~

NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

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

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

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

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

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

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

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

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

subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer":**

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled **"Termination by franchisee":**

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor":**

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum"**, and Item 17(w), titled "**Choice of law":**

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

NEW YORK RIDER TO MORRISON PLUS FRANCHISING, LLC FRANCHISE AGREEMENT

THIS RIDER TO THE FRANCHISE AGREEMENT FOR NEW YORK ("Rider") is entered into by and between Morrison Plus Franchising, LLC, a California limited liability company, with its principal office at 504 E. Route 66, Suite 102, Glendora, California 91740 ("we," "us" or "our") and _____ _____ _____ _____ ("you" or "your"), whose principal business address is _____ _____.

WHEREAS, we and you have entered into a certain Franchise Agreement dated _____ which grants you the right to operate a Morrison Plus Property Inspection franchise (the "Franchise Agreement");

WHEREAS, you are domiciled in New York and the Morrison Plus Property Inspection franchise will be located in New York, and/or any of the offering or sales activity relating to the Franchise Agreement occurred in the State of New York; and

WHEREAS, in recognition of the requirements of the General Business Law of the State of New York, Article 33, Sections 680-695, we and you desire to amend certain terms of the Franchise Agreement in accordance with the terms and conditions contained in this Rider.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in the Franchise Agreement and this Rider and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we and you agree as follows:

1. Sections 5.2.5 and 16.3.6 of the Franchise Agreement are amended by adding the following language to each Section:

> However, to the extent required by applicable law, notwithstanding the signing of a General Release, 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.

2. Section 16.1.1 of the Franchise Agreement is amended by adding the following language to this Section:

> However, to the extent required by applicable law, Franchisor will not transfer and assign its rights and obligations under the Franchise Agreement unless the transferee will be able to perform the Franchisor's obligations under the Franchise Agreement, in Franchisor's good faith judgment.

3. Section 20.3 of the Franchise Agreement is amended by adding the following language:

> New York Law governs any cause of action which arises under the New York General Business Law, Article 33, Sections 680-695. The provisions of this Franchise Agreement shall not be deemed a waiver of any rights conferred upon Franchisee by Article 33 of the General

Business Law of the State of New York and the regulations issued thereunder.

4. In the event of any conflict between a provision of the Franchise Agreement and this Rider, the provision of this Rider shall control. All terms which are capitalized in this Rider and not otherwise defined, will have the meanings given to them in the Franchise Agreement. Except as amended by this Rider, the Franchise Agreement is unmodified and in full force and effect in accordance with its terms.

5. Each provision of this Rider will be effective only to the extent that the jurisdictional requirements of the New York General Business Law, Article 33, Sections 680-695 are met independent of this Rider.

The parties hereto have duly executed this New York Rider to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

MORRISON PLUS FRANCHISING, LLC

By: _____

_____, _____
(Print Name, Title)

FRANCHISEE:

_____

By: _____

_____, _____
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

PRINCIPAL:

_____

_____
(Print Name)

ADDENDUM TO THE
MORRISON PLUS FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF NORTH DAKOTA

The North Dakota Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with North Dakota law, including the North Dakota Franchise Investment Law, NDCC § 51-19 *et seq.* ("NDFIL"). To the extent that (a) the jurisdictional requirements of the NDFIL are met and (b) this Franchise Disclosure Document and Franchise Agreement contain provisions that are inconsistent with the following, such provisions are hereby amended:

1. Covenants not to compete upon termination or expiration of the franchise agreement are subject to NDCC § 9-08-06.

2. To the extent required by the NDFIL, arbitration proceedings shall take place at a location mutually agreed upon by you and us.

3. Any requirement that you consent to liquidated damages or termination penalties shall not apply to the extent prohibited by the NDFIL;

4. Any requirement that you consent to (i) the jurisdiction of courts outside of North Dakota, (ii) the application of laws of a state other than North Dakota, (iii) waiver of jury trial or (iv) waiver of exemplary and punitive damages shall not apply to the extent prohibited by the NDFIL;

5. Any release required as a condition to a renewal of the franchise agreement shall not apply to the extend prohibited by the NDFIL;

6. Any requirement that you consent to a limitation of claims shall not apply to the extent prohibited by the NDFIL. As applicable, the statute of limitations under North Dakota law shall control.

7. The prevailing party in any enforcement action is entitled to recover all costs and expenses, including attorney's fees.

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~~The parties hereto have duly executed this North Dakota Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.~~

~~FRANCHISOR:~~

~~MORRISON PLUS FRANCHISING, LLC~~

~~By:~~ _____

_____, _____
~~(Print Name, Title)~~

~~FRANCHISEE:~~

_____

_____

~~By:~~ _____

_____, _____
~~(Print Name, Title)~~

~~PRINCIPAL:~~

_____

_____

_____
~~(Print Name)~~

~~PRINCIPAL:~~

_____

_____

_____
~~(Print Name)~~

ADDENDUM TO THE
MORRISON PLUS FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act, the Franchise Disclosure Document of Morrison Plus Franchising, LLC ("we," "us," or "our") for use in the State of Rhode Island shall be amended to include the following:

1. Items 17v. and 17w., under the provisions entitled "Choice of law" and "Choice of forum," shall be supplemented with the following language:

> However, you may sue us in Rhode Island for claims arising under the Rhode Island Franchise Investment Act.

2. Item 17 shall be supplemented by the addition of the following language at the end of Item 17:

> 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 the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

3. Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act are met independently without reference to this Addendum to the Disclosure Document.

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AMENDMENT TO THE MORRISON PLUS FRANCHISING, LLC

FRANCHISE AGREEMENT REQUIRED BY THE STATE OF RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act, the parties to the attached Morrison Plus Franchising, LLC Franchise Agreement (the "Franchise Agreement") agree as follows:

1. The following language shall be added at the end of Section 20.3 of the Franchise Agreement:

> Notwithstanding the above, Rhode Island franchisees are permitted to bring a lawsuit in Rhode Island for claims arising under the Rhode Island Franchise Investment Act.

2. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act are met independently without reference to this Amendment.

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The parties hereto have duly executed this Rhode Island Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

MORRISON PLUS FRANCHISING, LLC

By: _____

Duane Morrison, President
(Print Name, Title)

FRANCHISEE:

By: _____

_____,
(Print Name, Title)

PRINCIPAL:

_____
(Print Name)

PRINCIPAL:

_____
(Print Name)

~~ADDENDUM REQUIRED BY THE STATE OF SOUTH DAKOTA~~

~~In the State of South Dakota, we will defer the payment of the initial franchise fee, development fee and any other initial payment until all of our material pre-opening obligations have been satisfied and until you open your business and it is operating. However, you must execute the Franchise Agreement prior to looking for a site or beginning training.~~

~~The parties hereto have duly executed, sealed and delivered this Addendum dated _____.~~

~~FRANCHISEE:~~	~~FRANCHISOR:~~
_____	_____
~~By:~~ _____	~~By:~~ _____
~~Name:~~ _____	~~Name:~~ _____
~~Title:~~ _____	~~Title:~~ _____

~~PRINCIPALS:~~

_____
~~Name:~~ _____

_____
~~Name:~~ _____

~~VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT~~

~~The following statements are added to Item 17.h.~~

~~Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.~~

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

~~The following statements are added to Item 5~~

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

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, FRANCHISEE ACKNOWLEDGEMENT STATEMENT AND RELATED AGREEMENTS

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

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Item 5 is hereby amended to state that Franchisor shall defer collection of the Initial Franchise Fee until Franchisor has fulfilled its initial pre-opening obligations to the Franchisee and the Franchisee is open for business.

AMENDMENT TO THE FRANCHISE AGREEMENT REQUIRED BY THE STATE OF WASHINGTON

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

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Section 6.1.1 of the Franchise Agreement is hereby amended to state that Franchisor shall defer collection of the Initial Franchise Fee until Franchisor has fulfilled its initial pre-opening obligations to the Franchisee and the Franchisee is open for business.

The parties hereto have duly executed this Washington Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

MORRISON PLUS FRANCHISING, LLC

By:_____

Duane Morrison, President
(Print Name, Title)

FRANCHISEE:

_____

By:_____

_____,_____
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

PRINCIPAL:

_____

_____

STATE EFFECTIVE DATES – ~~2024~~

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

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

STATE	EFFECTIVE DATE
California	~~October 9, 2024~~Pending
~~Virginia~~	~~Pending~~
~~Illinois~~	~~Pending~~
~~Indiana~~	~~Pending~~
~~Maryland~~	~~Pending~~
~~Michigan~~	~~Pending~~
~~Minnesota~~	~~Pending~~
~~New York~~	~~Pending~~
~~North Dakota~~	~~Pending~~
~~South Dakota~~	~~Pending~~
~~Rhode Island~~	~~Pending~~
~~Wisconsin~~	~~Pending~~
Washington	Pending

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

EXHIBIT L

RECEIPT

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If Morrison Plus Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Morrison Plus Franchising, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to your state authority listed on Exhibit A.

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

Duane Morrison 504 E. Route 66, Suite 102 Glendora, CA 91740 866-881-5027	Rosanna Morrison 504 E. Route 66, Suite 102 Glendora, CA 91740 866-881-5027	

Issuance Date: ~~May 10,~~ January 17, 2025~~2024~~

I received a Disclosure Document dated _____, that included the following Exhibits:

EXHIBIT A: List of State Franchise Administrators and Agents for Service of Process
EXHIBIT B: Franchise Agreement~~ with Attachments 1-8~~
EXHIBIT C: Promissory Note
EXHIBIT D: Personal Guaranty
EXHIBIT E: Security Agreement
EXHIBIT F: Financial Statements
~~EXHIBIT C: Promissory Note~~
~~EXHIBIT D: Personal Guaranty~~
~~EXHIBIT E: Security Agreement~~
~~EXHIBIT F: Financial Statements of Morrison Plus Franchising, LLC~~
EXHIBIT G: Operations Manual Table of Contents
EXHIBIT H: Franchised Outlets
EXHIBIT I: Release
EXHIBIT J: Franchisee Acknowledgement Statement
EXHIBIT K: ~~as of the~~ State Addenda
EXHIBIT L: Receipt

Date Received: _____ DATE: _____
(If other than date ~~of this Disclosure Document~~signed)
~~EXHIBIT I: Release~~
~~EXHIBIT J: Franchisee Acknowledgement Statement~~
~~EXHIBIT K: State Addenda~~
~~EXHIBIT L: Receipt~~

~~Date Received: _____ DATE: _____~~

~~(If other than date signed)~~

Print Name: _____

Print Address: _____

City, State: _____

_____

(Signature of recipient)

_____

~~(Printed name of recipient)~~

_____

_____

~~Legal residence address~~

Please return signed receipt to Morrison Plus Franchising, LLC,
504 E. Route 66, Suite 102, Glendora, CA 91740

EXHIBIT L

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Print Name: _____

Print Address: _____

City, ~~EXHIBIT I: Release~~
~~EXHIBIT J: Franchisee Acknowledgement Statement~~

~~EXHIBIT K:~~ State ~~Addenda~~:

~~EXHIBIT L: Receipt~~

~~Date Received:~~ _____ ~~DATE:~~ _____
~~(If other than date signed)~~

_____
(Signature of recipient)

_____
~~(Printed name of recipient)~~

_____
~~Legal residence address~~

KEEP FOR YOUR RECORDS