FRANCHISE DISCLOSURE DOCUMENT

PREMIER RENTAL-PURCHASE®

Premier Rental Purchase, Inc.
a Virginia Corporation
925 Capital Landing Rd, Suite B
Williamsburg, VA 23185
Telephone: (800) 277-3643
info@premierrents.com
www.premierrents.com

We offer franchises for a business which provides consumer goods such as furniture, appliances, computers, electronics, and jewelry to customers on a rent-to-own or lease-to-own basis or on retail installment contracts where financing is offered by the franchisee or by a third party through the franchised location.

The total investment necessary to begin operation of a PREMIER RENTAL-PURCHASE franchise is as follows:

Type of Franchised Business	**Total Investment Necessary to begin Operation**	**Amount that must be paid to Franchisor or Affiliate**
New Start-up Franchisees	$459,675 to $746,820	$50,200 to $96,195
Conversion Franchisees	$21,075 to $76,070	$18,700 to $22,695
Home Furnishings Addendum	$0 to $3,000	$0
Premier WheelWorkz Addendum	$0 to $1,500	$0
Development Agreement	$5,000 to $61,000	$5,000 to $60,000

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Mr. Trooper Earle, our President, at 925 Capital Landing Rd, Suite B, Williamsburg, VA 23185, telephone number 800-277-3643.

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

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

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

Issuance date: October 3, 2025, as amended on January 26, 2026

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 Exhibits H-1 and H-2.
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 I 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 PREMIER RENTAL-PURCHASE business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a PREMIER RENTAL-PURCHASE franchisee?	Item 20 or Exhibits H-1 and H-2 list 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 J.

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. **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.

2. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the Franchise Agreement, even if your spouse has no ownership interest in the franchise. This Guarantee will place both your and your spouse's marital and personal assets (perhaps including your house) at risk if your franchise fails.

3. **Inventory Control**. After 13 months of operation of the Franchised Business, you must make monthly purchases sufficient to maintain an inventory value of $300,000. Your inability to maintain required inventory levels may result in additional fees, termination of your franchise and loss of your investment.

4. **Out-of-State Dispute Resolution**. The Franchise Agreement and Development Agreement require you to resolve disputes with us by mediation and litigation only in the judicial district in which we have our principal place of business at the time the action is commenced, which is currently Williamsburg, Virginia. Out-of-state mediation or litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate, arbitrate or litigate with us in Idaho than in your own state.

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

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" pages for your state in Exhibit K.

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PREMIER RENTAL PURCHASE, INC.
FRANCHISE DISCLOSURE DOCUMENT

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

In this disclosure document, "**Premier**," "**we**," "**us**," and "**our**" refer to Premier Rental Purchase, Inc. "**You**" and "**your**" refer to the individual or business entity that signs a franchise agreement with us. If the franchisee is not an individual, "you" refers to the franchisee entity and not the individual, unless otherwise noted.

Premier Rental Purchase, Inc. is a Virginia corporation that was formed in May 1995. We do business as "Premier Rental-Purchase." Our principal business address is 925 Capital Landing Rd., Suite B, Williamsburg, Virginia 23185. We began offering franchises in June 2005. As of the date of this disclosure document, we do not own or operate any company-owned rent-to-own stores. However, our affiliate, Texas RTO Investments, Inc., operates 5 stores in San Antonio. We refer to these stores as "affiliated franchises" for purposes of this disclosure document. We also manage certain stores on behalf of independent franchisees.

We do not have a parent company or any predecessors, and we do not have any affiliates that offer franchises.

Our affiliate, Premier Pride, Inc. ("Premier Pride"), offers payroll and human resources-related services to our franchisees. The payroll services include distribution of payroll, payment of taxes, unemployment taxes, workers' compensation insurance, and health and dental insurance. Human resources-related services include employment forms and manuals, employee management consultation services, and support services for unemployment and workers' compensation claims. New franchisees are required to use the services of our affiliate for the first 24 months of business; thereafter, use of our affiliate is optional.

We also have an affiliate, Financial Resolution Services, Inc. ("FRS"), that offers debt collection services to franchisees who elect to use FRS's services.

Other than as described above, we have no affiliates that offer products or services to our franchisees. Premier Pride and FRS have the same business address as us.

Lists of state franchise administrators and our agents for service of process are in **Exhibit J**.

The Franchised Business

Premier Rental-Purchase franchises offer a specialized inventory of consumer goods on a rent-to-own or lease-to-own basis or on retail installment contracts where financing is offered either by the franchisee or by a third party through the franchised location. The inventory typically includes televisions, audio and video equipment, appliances, furniture, jewelry, and computers, but it may also include a variety of other items like cellphones, air conditioners, generators, electric fireplaces, tires, and custom wheels. Rental and sales operations are conducted under a marketing plan, standards, and materials that we provide (collectively, the "System"). All franchises use our trade names, service marks, logos, emblems and indicia of origin (collectively, the "Proprietary Marks"). A business operated under the System and Proprietary Marks is referred to in this disclosure document as a "Franchised Business." Most Franchised Businesses are

located in urban store front locations or strip malls; however, virtually any type of retail structure could be suitable.

We have developed and continue to develop confidential materials and content relating to the establishment and operation of Franchised Businesses, including manuals, handbooks, training materials, electronic files, video and audio recordings, and other media (collectively, the "Manuals"). The purpose of the Manuals is to maintain uniform standards for the products, services and operations of the Franchised Businesses, to protect the reputation and goodwill of Premier and the Proprietary Marks, and to promote the goodwill of all Premier Rental-Purchase locations. The Manuals may be in written or electronic format, or a combination of formats. Premier will loan you one copy of the Manuals or provide you with electronic access to the Manuals. We can revise the Manuals at any time in our sole discretion, and you must promptly implement any required changes within the time we specify.

If we approve you for a franchise, you will have the opportunity to sign a Franchise Agreement and to establish and operate a Franchised Business at a specific location. A copy of the current Franchise Agreement is in **Exhibit A** to this disclosure document. We also may offer you the opportunity to expand the product line of your franchise by signing a separate Home Furnishings Addendum and/or Premier WheelWorkz Addendum to the Franchise Agreement. Please refer to Items 5 and 7 for additional details. A copy of the current Home Furnishings Addendum appears in **Exhibit B** to this disclosure document and a copy of the current Premier WheelWorkz Addendum appears in **Exhibit R** to this disclosure document.

We also offer existing independent rental-purchase businesses the opportunity to convert their current business to a Franchised Business ("Conversion Franchisees"). Conversion Franchisees will sign a Franchise Agreement as well as a Conversion Addendum which will modify the Franchise Agreement provisions to reflect their current business operations and experience. A copy of the Conversion Addendum appears in **Exhibit C** to this disclosure document.

If you have not previously owned a Premier Rental-Purchase franchise and you would not be able to purchase a franchise from us unless you are able to obtain financing, we may agree to defer signing the Franchise Agreement while you attempt to secure the necessary financing. In that case, you will sign a Reservation Agreement with us. The Reservation Agreement will describe an agreed-upon minimum acceptable financing arrangement and a time frame to secure it. You must pay us a non-refundable $500 reservation fee at the time you sign the Reservation Agreement. During the agreed-upon time during which you are seeking financing, we will not place another Franchised Business within an agreed-upon distance from your intended location. If you secure the agreed-upon financing, you and we will sign a Franchise Agreement; otherwise, the Reservation Agreement will be terminated. A copy of the Reservation Agreement appears at **Exhibit D** to this disclosure document.

If you are a current Premier Rental-Purchase franchisee who is exercising a right under an expiring franchise agreement to renew your franchise, you will sign the current form of Franchise Agreement (**Exhibit A**) together with a Renewal Addendum in the form of **Exhibit Q** to this disclosure document. The Renewal Addendum deletes certain Franchise Agreement provisions that are inapplicable to an existing business operation. These changes are noted at appropriate places in this disclosure document.

In some circumstances, we may offer a Development Agreement under which you would have the right and obligation to establish and operate a certain number of Franchised Businesses within specified geographic areas ("Development Areas") in accordance with the Development Schedule

that will appear in the Development Agreement. A Developer must sign our then-current form of Franchise Agreement for each Franchised Business, which may be different from the form of Franchise Agreement in this disclosure document. Under certain circumstances, we may have the right to require the Developer either to accelerate its development of Franchised Businesses within its Development Areas or to permit others to open Franchised Businesses in the Development Area, with a corresponding development fee credit and a reduction in the Developer's required development obligation. A copy of the current Development Agreement is in **Exhibit E** to this disclosure document.

Competition

The primary market for the services and products offered by a Franchised Business are customers who: (a) have only a short-term need for the product; (b) are financially unable to make the down payment or meet the other requirements necessary for a retail purchase; or (c) wish to try a product before making a buying decision.

The rental-purchase market is well developed and competitive. You will compete with both independents and other chain-affiliated rental purchase businesses, some of which may be franchised. You will also compete with retail and online stores that offer payment plans for products similar to those we carry. It is possible that you may also compete with another Premier store if it is located in your market area.

Industry-Specific Laws and Regulations

You must comply with all local, state, and federal laws and regulations that apply to your Franchised Business. As of January 27, 2025, every state except New Jersey, Wisconsin and North Carolina has enacted rental-purchase legislation in some form. Typically, state laws define the rental-purchase transaction as a no-obligation consumer lease of merchandise with an initial period of 4 months or less, that is renewable with each payment after the initial period, and that permits the consumer to become the owner of the merchandise. State laws require rental-purchase businesses to provide certain disclosures to customers in rental-purchase agreements and in advertising, place limits on certain fees, and otherwise put restrictions on business conduct. Some states have enacted price controls on rental-purchase transactions. California, Connecticut, Hawaii, Iowa, Maine, Michigan, New York, Ohio, Pennsylvania, South Carolina, Vermont, and West Virginia have price controls in their rental purchase statutes that limit the amount that rental dealers can charge and collect from customers. New Jersey, Minnesota, and Wisconsin treat rental-purchase transactions as retail installment credit sales. Some state laws will limit the types of merchandise that can be offered through rental purchase. Some states have laws that impose additional consumer protections and some regulate the collection practices of rental-purchase businesses. States that require licensing or registration with a consumer protection agency include: Colorado, Indiana, Maine, Oklahoma, South Carolina, West Virginia, and Wyoming.

As of January 27, 2025, no federal legislation has been enacted explicitly purporting to regulate rental-purchase transactions. But federal regulations governing advertising and other consumer protections do apply to rental-purchase transactions.

You should consult with an attorney concerning laws, regulations, and court decisions affecting rental-purchase transactions federally and in your state. The laws applicable to rental purchase agreements vary significantly from state to state and we do not warrant or represent that any form agreements from us or other suppliers conform to the laws of the state(s) in which you do

business. Whenever you use pre-printed forms, agreements, or other documents, whether obtained from us or another source, you should obtain legal assistance to determine whether the documents comply with applicable laws and regulations.

ITEM 2 – BUSINESS EXPERIENCE

Director, President and Chief Executive Officer: Kenneth P. Earle

Mr. Earle has been our Director, President and Chief Executive Officer since our incorporation in May 1995.

Chief Operations Officer: Ashley Emerson

Ms. Emerson has been our Chief Operations Officer since January 2025. From January 2023 to January 2025, she served as our Executive Director. From January 2019 to January 2023, she worked with Premier as a Franchise Liaison.

Vice President of Operations: Michael David Lewis

Mr. Lewis has been our Vice President of Operations since April 2020. He is also the owner of three Premier Rental-Purchase franchises. He has been a franchise owner since 2004.

ITEM 3 – LITIGATION

Pending litigation

None.

Litigation filed against franchisees in our last fiscal year

None.

Concluded litigation

Premier Rental Purchase, Inc. et al. v. J & K Rentals of Bridgman, Inc. et al., Civil Action No. 4:20-cv-65-MSD-DEM (United States District Court, Eastern District of Virginia). On May 6, 2020, we sued a former franchisee, J & K Rentals of Bridgman, Inc. ("J & K") and its owners, asserting, among other things, that J & K had breached its six franchise agreements by failing to comply with the in-term and post-term covenants not to compete. We sought damages in excess of $200,000, orders enjoining the defendants from further breaches of the non-compete covenants, and our attorneys' fees and costs. J & K filed a counterclaim alleging that we had breached the franchise agreements by charging fees that the agreements did not permit. J & K sought damages of $54,000 on its counterclaim, along with its attorneys' fees and costs. We mediated with J&K and its owners in October 2020 and subsequently settled the dispute, with all parties agreeing to dismiss this action, J&K making a confidential settlement payment to us, and J&K and its owners agreeing to comply with a twenty-four month covenant not to compete after J&K sold the former franchised businesses to a third party. A final order dismissing the case was entered February 23, 2021.

Other than this action, no litigation is required to be disclosed in this Item.

ITEM 4 – BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5 – INITIAL FEES

The initial franchise fee for a new franchise is $45,000. However, we reduce the initial franchise fee for new franchisees who have significant rent-to-own (RTO) industry experience. We also reduce the initial franchise fee for existing franchisees who wish to open an additional store ("existing" franchisee means a franchisee who had a Premier Rental-Purchase store in operation on the issuance date of this disclosure document). The applicable fee reductions are shown below:

Qualification	Franchise fee amount
At least 10 years of direct RTO industry experience	$40,000
At least 15 years of direct RTO industry experience	$35,000
At least 20 years of direct RTO industry experience	$30,000
At least 25 years of direct RTO industry experience	$25,000
Existing Premier Rental Purchase franchisee	$25,000

If you are a Conversion Franchisee (i.e., converting an existing independent rental-purchase business to a Franchised Business), we reduce the initial franchise fee to $15,000. If you have served five years or more as a military service member, we reduce the initial franchise fee to $35,000.

If you have not previously owned a Premier Rental-Purchase franchise and you (or a holder of at least a 51% ownership interest in your franchisee entity) provide us with a DD Form 214 or other adequate documentation, as determined by us, demonstrating honorable discharge from the United States military, we will reduce your initial franchise fee to $15,000.

The franchise fee is due when you sign the Franchise Agreement. The franchise fee is non-refundable except as described in the next paragraph.

Some states have required us to defer collection of the initial franchise fee and other initial payments until you open your Franchised Business. Please refer to **Exhibit K** of this disclosure document (State-Specific Disclosures and Amendments) to determine if a fee deferral applies in your state.

Reservation fee. If you have not previously owned a Premier Rental-Purchase franchise and you would not be able to purchase a franchise from us without financing, we may offer you a Reservation Agreement and defer signing a Franchise Agreement while you attempt to secure the financing needed to open a Franchised Business. If you sign a Reservation Agreement, you will pay us a $500 reservation fee at the time of signing. This fee is neither refundable nor credited against your initial franchise fee.

Pre-opening fees and purchases. In addition to the above-described fees, you must or may make the following payments to us or an affiliate before the Franchised Business opens:

1. You must pay us a fee of $3,700 to license the VersiRent software owned by Ideal Software Systems, Inc. Please refer to Item 11, “Computer System,” for details.

2. If the Franchise Agreement is for your second or subsequent location, you must also pay us a fee of $3,995 to license Ideal’s Home Office Software .

3. If you are a new franchisee, you are required to use our affiliate’s HR services for the first 24 months of business. Our affiliate charges a start-up fee of $1,500.

4. If you ask us to conduct on-site visits to a proposed location for your Franchised Business, you must reimburse us for our expenses in doing so. You are not obligated to secure our on-site visit assistance. Please refer to Item 11 for details.

5. If you ask us to assist you in developing a business plan for your proposed Franchised Business, we estimate that the fee for assistance will range from $1,000 to $5,000. You are not obligated to use these services.

6. If you ask us to assist you in attempting to obtain financing, by helping you prepare a loan application and its associated supporting documents, we estimate that the fee for assistance will range from $3,000 to $15,000. You are not obligated to use these services.

7. We make available for purchase certain supplies that you may wish to use in your Franchised Business, such as promotional materials and operational forms. You are not required to buy these supplies from us or an affiliate, but if you do so, we estimate that you will purchase approximately $1,500 of these supplies.

None of these additional payments are refundable.

Renewing franchisees. If you are receiving this disclosure document in connection with the renewal of an existing franchise, you will not pay an initial franchise fee or software license fee when you sign the new Franchise Agreement to renew. The Renewal Addendum (Exhibit Q to this disclosure document) makes this adjustment to the Franchise Agreement. However, if your expiring franchise agreement provides for a renewal fee, you will have to pay that fee unless we agree to reduce it or waive it. Our current intention is to waive the renewal fee for Premier Rental-Purchase franchises that are in operation as of the date of this disclosure document.

Development Agreement. If you sign a Development Agreement, you will pay us a development fee that is calculated based on the number of Development Areas within which you commit to open a Franchised Business and the length of the Development Schedule. Specifically, the Development Fee is $5,000 for each Development Area within which a Franchised Business will be open one year after the Development Agreement is signed, $10,000 for each Development Area within which a Franchised Business will be open in the second year, and $15,000 for each Development Area within which a Franchised Business will be open in the third year. The development fee is payable in full when the Development Agreement is signed and is not refundable; however, we will credit a portion of the development fee against the initial franchise fee under each Franchise Agreement signed under the Development Agreement, using the same formula for calculating the development fee credit against the initial franchise fee as described above. In other words, we will credit $5,000 of the development fee for any Franchise Agreement for a Franchised Business that opens during the first year; $10,000 of the development fee for any Franchise Agreement for a Franchised Business that opens during the second year; and $15,000 of the development fee for any Franchise Agreement for a Franchised Business that

opens during the third year. You and we will agree on the number of Development Areas and the Development Schedule before you sign the Development Agreement. The minimum commitment is one Development Area.

ITEM 6 – OTHER FEES

TYPE OF FEE (Note 1)	AMOUNT	DUE DATE	REMARKS
Licensing Fee	The greater of 5.0% of Gross Rental Payments and Sales or $2,500 per month.	15th of each month by ACH	See Note 2. For new store openings, our current policy is to waive the Licensing Fee for the first three months of operation.
Marketing Contribution	The greater of 3.0% of Gross Rental Payments and Sales or $2,500 per month.	Same as Licensing Fee	See Note 3 for information on what happens if your monthly marketing expense falls short of the minimum. We require that you contribute a portion of the Marketing Contribution, not to exceed 2.0% of Gross Rental Payments and Sales, to our System Marketing Fund. The current requirement is $250 per month.
Information Technology Fee	Up to 1% of Gross Rental Payments and Sales per month; currently $250 per month.	Same as Licensing Fee	This fee is for expenses relating to the development and maintenance of the technology platforms that support the Premier Rental System.

TYPE OF FEE (Note 1)	AMOUNT	DUE DATE	REMARKS
Missed Business Review Fee	$250 per month	Same as Licensing Fee	We require you to meet with us every two years at our development center in Texas City, Texas (the "Development Center") for a discussion and review of your Franchised Business. If you do not attend the mandatory discussion, you must pay us the $250 fee per month until you complete attendance. We may increase the fee over time, but by no more than 10% annually.
Convention Fee	$150 per month	Same as Licensing Fee	See Note 4. We may increase the fee over time, but by no more than 10% annually.
Buying Group Membership	$225 per month	Same as Licensing Fee	This fee is for your membership in TRIB, a major buying group for the RTO industry. You receive membership through us under terms we have arranged with TRIB. As part of the arrangement, we collect the monthly membership fee on behalf of TRIB and pass it on to TRIB. Please refer to Note 5 for further details. TRIB sets the membership fee and has the right to change it.

TYPE OF FEE (Note 1)	AMOUNT	DUE DATE	REMARKS
Home Office Hosting	$300 per month	As invoiced by vendor (currently Amazon Web Services)	Payable to Premier if you use Ideal's Home Office Software (see Item 5) to offset Premier's cost to provide the hosting. We may increase the fee over time, but by no more than 10% annually.
Optional VersiRent Software Training	$495 per day	As invoiced by Ideal	You can obtain additional training from Ideal Software Systems, Inc., if you wish. Ideal sets the fee and has the right to change it.
Training Expense Fund	$100 per month	Same as Licensing Fee	Payable only if you are a new, first-time Premier Rental-Purchase franchisee. The purpose is to create a reserve for lodging and travel costs for periodic training sessions at the Development Center (see Item 11, "Training"). We will use the money to pay or reimburse you for lodging and travel costs. If and when the Store reaches a level of gross revenue that we jointly determine, this fee will cease and we will refund any monies then held in the account. We may increase the fee over time, but by no more than 10% annually.

TYPE OF FEE (Note 1)	AMOUNT	DUE DATE	REMARKS
DispatchTrack Software	$72.50 per month per vehicle, without communications enabled. $87.50 per month per vehicle with communications enabled, plus $0.01 per text and $0.02 per automated call.	Due upon opening and starting service, then due once a month upon invoice	This is a fee for using the DispatchTrack service, which allows for the tracking of deliveries. The vendor sets the fee and has the right to change it.
WonderSign Software	$187 per month	Monthly	This is a fee to support operation and maintenance of our website. We collect the monthly fee on behalf of WonderSign and pass it on to WonderSign. The vendor sets the fee and has the right to change it.
Audit Advantage	$26.99 per month per Store	Monthly	This is a fee to provide PCI/DSS compliance. We collect the monthly fee on behalf of Audit Advantage and pass it on to Audit Advantage. The vendor sets the fee and has the right to change it.
WhipAround	$15 per vehicle	Monthly	This is an optional fee to enroll in a fleet maintenance and digital vehicle inspection platform. We collect the monthly fee on behalf of WhipAround and pass it on to WhipAround. The vendor sets the fee and has the right to change it.

TYPE OF FEE (Note 1)	AMOUNT	DUE DATE	REMARKS
Reliable Networks	$140 per month per Store	Monthly	This is a fee to support the cybersecurity of your network. Payable directly to Reliable Networks. The vendor sets the fee and has the right to change it.
Premier University	$25 per month per Store $35 per workbook plus our actual costs of shipping	Same as Licensing Fee Workbook fee due when order placed; will be added to monthly statements.	This fee helps defray the cost of creating and updating the content and maintaining the technology platform for online training programs. We may increase the fee over time, but by no more than 10% annually.
CareerPlug	$40 per month, per location	Monthly	This is a fee to utilize a recruitment board that assists franchise owners when looking for new employees. We may increase the fee over time, but by no more than 10% annually.
QuickBooks upload	$100 per month, per location	Monthly	This fee is for any franchisee that does not auto-upload their QuickBooks to our financial reporting program, Qvinci. If we have to manually enter your data, this fee will apply per month per store. We may increase the fee over time, but by no more than 10% annually.

TYPE OF FEE (Note 1)	AMOUNT	DUE DATE	REMARKS
Payroll Processing Services	ACH fee: $100 per month Management Fee: $100 per month Payroll Fee: $50 per employee per month Quarterly Tax Fee: $32.50 per month Section 125 Fee: $30.00 per month New Hire Fee: $25.00 per new employee Returned payroll fee: $250-500 depending upon frequency	Charged on the 1st payroll of each month	If you are a new, first-time Premier Rental-Purchase franchisee, you must use a designated payroll processing service for your first 2 years of operation. Currently, the designated payroll processing service is our affiliate, Premier Pride. Our affiliate may increase the fees over time, but by no more than 10% annually.
Debt Collection Services	Up to 80% of amount collected	Not applicable	If you elect to turn over a delinquent account to FRS for collection, you will receive 20%-30% of any monies collected. The balance will be paid by FRS to collection attorneys and retained by FRS for its services.
APRO Membership Dues	$375 per year	When you join APRO	You are required to become a member of the Association of Progressive Rental Organizations ("APRO"), a trade association for our industry, and remain a member in good standing throughout the term of the Franchise Agreement. APRO sets the membership fee and has the right to change it.

TYPE OF FEE (Note 1)	AMOUNT	DUE DATE	REMARKS
Transfer Fee	$15,000	Prior to transfer	We waive the transfer fee if you transfer to an entity that you control, and we reduce it to $1,500 if the transfer is required because of death or disability.
Interest on Overdue Payments	The lesser of 18% per annum or the highest rate permitted by law	Upon demand	Payable only if you do not pay us on time.
Administrative Fee	$250 per instance	Upon demand	Payable only if we attempt to withdraw funds from your operating accounting and the account does not have an adequate balance.
Audit Expenses	Our actual costs	Upon demand	See Note 6.
Renewal Fee	Minimum of $5,000 Maximum of 50% of then-current initial franchise fee	When you sign renewal agreement	
Lost Future Licensing Fees if Agreement is Terminated Because of Your Default	See Note 7 for formula.	At termination	
Liquidated Damages – Failure to Comply with Post-Termination Obligations	$250 per day, per Store	As incurred	Payable if you fail to comply with your obligations arising upon expiration or termination of the Franchise Agreement. These obligations are summarized in Item 17.i of this disclosure document.

TYPE OF FEE (Note 1)	AMOUNT	DUE DATE	REMARKS
Indemnification	Our actual costs	Upon demand	Payable if we incur losses due to your breach of the Franchise Agreement or Development Agreement, or any action or inaction by you or another person in connection with the Franchise Agreement or Development Agreement.
Reimbursement for Certain Taxes	Our actual costs	Upon demand	You must pay us the amount of any sales, gross receipts or similar tax (other than income tax) imposed on us on account of fees payable by you under the Franchise Agreement.
Costs to Enforce Franchise Agreement	Our actual costs	Upon demand	Payable if we or our affiliates incur costs for enforcing the Franchise Agreement.

NOTES:

1. Except as otherwise noted, all fees are imposed by us and payable to us. You must pay all amounts to us by ACH or electronic fund transfer. Except as specifically stated, all fees paid to us are non-refundable and are uniform for all franchisees receiving this offering. Existing franchisees that entered our system under previous versions of our franchise offering may have different fee arrangements.

2. "Gross Rental Payments and Sales" means the total of all monies and receipts you receive from the rental or sale of all goods and services, and all income of every kind and nature related to the Franchised Business, such as the amount of all sales and rental transactions, delivery receipts, service income and any other receipts that we periodically designate, whether evidenced by cash, credit, check, script, or other property or services, excluding only any sales taxes or excise taxes which are separately stated and collected by you from customers and paid to any federal, state or local taxing authority. If you sign a Home Furnishings Addendum or Premier WheelWorkz Addendum, any revenues received for products or services covered by the Addendums will be included in calculating your Gross Rental Payments and Sales under your Franchise Agreement with us. Gross Rental Payments and Sales do not include (i) promotional allowances or rebates paid to you in connection with your purchase of products or supplies, or (ii) sales, use, merchants' or other taxes measured on the basis of the gross revenues of the Franchised Business imposed by governmental authorities directly on sales or use and collected

from customers, provided that the taxes are added to the selling price of your goods and services and are in fact paid by you to the appropriate governmental authorities. Cash refunded and credits given to customers and receivables uncollectible from customers will be deducted in computing Gross Rental Payments and Sales to the extent these amounts represent sums previously included in Gross Rental Payments and Sales on which a Licensing Fee was paid.

3. You must self-report your marketing expenses. If you do not meet the monthly Marketing Contribution requirement, we will invoice you for the difference and deposit the outstanding amounts into the System Fund.

4. The convention fee is non-refundable and is charged per "Franchisee Group" for every three stores operated by the Franchisee Group. For example, if your Franchisee Group collectively operates 1 to 3 Franchised Businesses, the monthly convention fee for the Franchisee Group is $150; if your Franchisee Group collectively operates 4-6 Franchised Businesses, the monthly convention fee for the Franchisee Group is $300; and so forth. "Franchisee Group" means two or more franchisee business entities whose shareholders or members consist of exactly the same individuals or whose majority shareholder or majority member is the same individual. If the ownership of a franchisee business entity changes so that it no longer meets this definition, that business entity will no longer be part of the Franchisee Group.

Premier hosts two annual meetings, the Dealer Convention and the Midyear Dealer Retreat. We will credit 2/3 of the paid convention fees for the Franchisee Group towards the basic lodging expenses of the qualified attendee(s) of the Franchisee Group (collectively, not per person) at the designated hotel for the Dealer Convention. In this context, the term "qualified attendee" means: (a) an owner, manager, or other employee who actively works full time in the operation of the Franchised Business; or (b) a spouse who owns 5% or more of the business. Based on the current monthly fee of $150, if your fees are paid up, this credit will be $1,200. We will credit 1/3 of the paid convention fees towards the basic lodging expenses of the qualified attendee(s) of the Franchisee Group (collectively, not per person) at the designated hotel for the Midyear Dealer Retreat. Based on the current monthly fee of $150, if your fees are paid up, this credit will be $600. To qualify for the credits, at least one qualified attendee for every three stores in your Franchisee Group must register for the Dealer Convention and the Midyear Retreat 45 days in advance, stay at the approved meeting hotel, and attend the general meeting in person. If no qualified attendee from your Franchise Group has registered by the 45-day advance deadline, if your qualified attendee fails to stay at the approved meeting hotel, or if your qualified attendee fails to attend the general meeting, we will not refund your paid convention fees or credit any portion of them toward the basic lodging expenses of qualified attendees. We will instead use your paid convention fees towards general expenses related to the cost of the event and/or to offer scholarships for managers to attend the Convention or Midyear Retreat.

We can increase the monthly convention fee on reasonable notice and/or change the way we define "Franchisee Group" or "qualified attendee" or the number of stores that can be aggregated for purposes of the fee. We can also change our policies on how we use fees that do not qualify for the credits described above.

5. We have arranged membership for franchisees in The Rental Industry Buying Group ("TRIB"). As a TRIB member through Premier, you will receive all of the individual benefits that other TRIB members receive. All rebates you earn from buying group purchases will be paid by TRIB to Premier in the first instance. Our current policy is to pass through all buying group rebates to franchisees, except that, if you have not paid all of your monthly TRIB membership fees to Premier for a given year, we can keep all of your rebates earned for that year.

The monthly membership fee is non-refundable, but under TRIB's current policy, you can recover the cost by attending TRIB's spring and fall buying shows. TRIB currently provides vouchers worth $1,500 that you can use at the spring buying show if you attend the show. Similarly, TRIB currently provides vouchers worth $1,500 that you can use at the fall buying show if you attend that show. These voucher policies are subject to change at any time by TRIB. If you do not attend a buying show, Premier can substitute a different attendee and collect the vouchers and attendance credits (usually cash, room credit incentives, or buying show credit) you would have received.

6. If we audit the Franchised Business because you have not timely filed required reports, or if an audit reveals an underreporting of your Gross Rental Payments and Sales of greater than 2%, then you must reimburse us for all of our audit and inspection costs. Please refer to Franchise Agreement Section 9.7 for further details.

7. Calculated as the average monthly Licensing Fees that you were obligated to pay during the 12-month period immediately preceding the month that the Franchise Agreement is terminated, multiplied by the number of months remaining in the initial term at the date of termination.

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ITEM 7 – ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

A. **New Start-up Franchise**

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Franchise Fee[1]	$45,000	Lump Sum	When you sign the Franchise Agreement	Us
Reservation Agreement	$0 to $500	Lump Sum	When you sign the Reservation Agreement	Us
Business Plan Development Services[2]	$0 to $5,000	Lump Sum	Upon demand	Us and/or third-party providers
Site Evaluations[3]	$0 to $1,500	Lump Sum	Upon demand	Us
Lease Negotiations for Franchised Business Premises[4]	$0 to $6,000	Lump Sum	Upon demand	Real estate broker
Market Area Evaluation	$0 to $250	Lump Sum	As incurred	Mapping software vendor; see Item 11.
Loan Origination Costs[5]	$0 to $35,000	Lump Sum	When you sign the loan agreement	Us (if requested; see Item 5), bank, SBA, loan packager, and/or third-party providers
Training[6]	$1,600 to $5,000	As Agreed	As incurred	Transportation and lodging providers
First Month's Rent and Security Deposit[7]	$7,000 to $17,000	As Agreed	As incurred	Landlord
Leasehold Improvements[8]	$5,000 to $125,000	As Agreed	As incurred	Contractors

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Payroll Processing Start-Up	$1,500	Lump Sum	Before you begin service	Our affiliate
APRO Membership	$375	Lump Sum	When you join	APRO
Furniture, Fixtures, Store Security Equipment, Computer Equipment, Signs[9]	$12,000 to $20,000	As Agreed	As incurred	Suppliers
Inventory[10]	$275,000 to $350,000	As Agreed	As incurred	Inventory vendors
Ideal Software License[11]	$3,700 to $7,695	Lump Sum	When you sign the software license agreement(s)	Us
Delivery Vehicle[12]	$0 to $2,000	As Agreed	When the vehicle is leased or financed	Manufacturer, finance company
Insurance[13]	$3,500 to $5,000	As Agreed	Annually	Insurers
Store Opening Promotion and Advertising[14]	$30,000	As Agreed	As incurred	Media, suppliers
Additional Funds During the First Three Months of Operation[15]	$75,000 to $90,000	As Agreed	As incurred	Various
TOTAL	**$459,675 to $746,820**			

B. **Conversion Franchisees**

If you currently operate an existing rental purchase business that is converting to a Franchised Business, we anticipate that your initial investment costs will differ significantly from those of start-up franchisees, either because you will not incur certain costs that a new start-up franchisee would incur or because your costs will be significantly lower. The following table estimates the NEW costs that you will incur, per office, by converting to a Franchised Business (i.e., costs that would not arise if you continued operating your existing rental purchase business in its present form).

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Franchise Fee[1]	$15,000	Lump Sum	When you sign the Franchise Agreement	Us

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Training[6]	$2,000 to $6,000	As Agreed	As incurred	Software provider; providers of transportation, lodging and food
Leasehold Improvements[8]	$0 to $20,000	As Agreed	As incurred	Contractors
APRO Membership	$375	Lump Sum	When you join	APRO
Furniture, Fixtures, Store Security Equipment, Computer Equipment, Signs[9]	$0 to $20,000	As Agreed	As incurred	Suppliers
Ideal Software License[11]	$3,700 to $7,695	Lump Sum	When you sign the software license(s)	Us
Delivery Vehicle[12]	$0 to $2,000	As Agreed	When the vehicle is leased or financed	Manufacturer, finance company
Store Opening Promotion and Advertising[14]	$0 to $5,000	As Agreed	As incurred	Media, suppliers
Additional Funds During the First Three Months of Operation[15]	$0	As Agreed	As incurred	Various
TOTAL	**$21,075 to $76,070**			

C. **Home Furnishings Addendum**

If you sign the Home Furnishings Addendum, you should anticipate the following costs in addition to those described in the preceding tables:

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Additional Rent[7]	$0 to $3,000	As Agreed	Monthly	Landlord
TOTAL	**$0 to $3,000**			

D. **Premier WheelWorkz Addendum**

If you sign the Premier WheelWorkz Addendum, you should anticipate the following costs in addition to those described in the preceding tables:

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Additional Rent[7]	$0 to $1,500	As Agreed	Monthly	Landlord
TOTAL	**$0 to $1,500**			

E. **Development Agreement**

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Development Fee[1]	$5,000 to $60,000	Lump Sum	When the Development Agreement is signed	Us
Additional funds during the First 3 Months of Operation[15]	$0 to $1,000	As Agreed		Various
TOTAL	**$5,000 to $61,000**			

NOTES:

Except as otherwise described below, all payments are non-refundable.

1. Please refer to Item 5 for further details. For Developers, the low estimate assumes that the Developer's entire development obligation under the Development Agreement is to open only one Franchised Business, while the high estimate assumes that the Developer's development obligation is to open a total of 6 Franchised Businesses during the term of the Development Agreement -- a Franchised Business in each of 2 Development Areas each year for 3 consecutive years.

2. This cost consists of a general start-up evaluation, business plan development, bank selection, and presentation assistance. You are not required to develop a business plan.

3. Please refer to Item 11, "Site Selection Assistance," for details. You are not required to ask us to perform any site evaluation visit.

4. If you use an independent real estate broker to assist you, you may need to pay the broker although, in most cases, the landlord will pay the broker as part of the negotiations.

5. Generally, banks will require an upfront or loan origination fee to process your loan. If you obtain an SBA guaranteed loan, the SBA will want a processing fee. Your bank may use an independent SBA loan packager that will require a fee. We offer similar services to you, such as assistance in preparing a bank presentation package, presenting and discussing your business plan with prospective lenders or investors, and applying for SBA financing, if appropriate. You are not required to use our services.

6. All franchisees, including those who have previously received training in connection with another Franchised Business, must attend our pre-opening training program in Texas City, Texas. Franchisee training will require multiple visits. The first is for an "Observation Day," followed by Franchise Signing Day/Orientation (2 days), and then by another visit for Franchise Training of 6-9 days. We estimate the approximate cost per person for 12 days and 3 trips to be $2,000 assuming $125 per night for hotel and $500 travel cost. Premier covers training-related meals and other expenses of your trainees while in Texas. The estimated range in the Table assumes 1 to 3 trainees. Please refer to Item 11, "Training," for additional details.

7. We expect that you will lease the Franchised Business premises. These premises will require a minimum of 2,800 square feet of product display area plus 750 to 1,000 square feet for office and storage. The estimated rent typically ranges from $12 to $20 per square foot per year, but it may vary widely depending on location, market area, and other factors. In addition, common area maintenance, taxes, and insurance (i.e., triple net expenses) generally must be paid in addition to lease rent and typically range from $1 to $5 per square foot per year. If you sign a Home Furnishings Addendum or a Premier WheelWorkz Addendum, you may need additional space for your Franchised Business; we have included an estimate for the cost of additional space in chart C above.

8. Leasehold improvements include the interior design and layout of the Franchised Business premises, such as the construction, modification, and/or removal of interior walls, and painting, lighting, plumbing, electrical, and cabinetry work which can sometimes be negotiated with the landlord.

9. This estimated range includes office furniture, telephone equipment, fax machine, copier/printer, telephone equipment, computer equipment, AV display wall halogen lights for interior signage, and other general office equipment. Please refer to Item 11, "Computer Systems," for details about computer equipment. We also require that you install burglary detection equipment that directly contacts a monitoring station, and this equipment configuration should include panic alarm units, as well as video surveillance equipment that provides historical imaging and video access via the Internet. Required signs include an approved exterior lighted sign at your store location, usually mounted to the building over the front entrance. At your option, you may want to add pole mounted signage, if available, to enhance the visibility of your business.

10. This estimate is for the first 3 months of the operation of the Franchised Business.

11. All franchisees must install and use the VersiRent software owned by Ideal Software Systems, Inc., located at 4909 Great River Drive, Meridian, Mississippi 39303, telephone number (800) 964-3325. We have the right to use Ideal's Multi-user VersiRent software and to relicense our franchisees to use it for a license fee of $3,700. If the Franchise Agreement is for your second or subsequent location, you must also license Ideal's Home

Office Software for an additional license fee of $3,995. Please refer to Item 11, “Computer Systems,” for details.

12. This estimate is for the down payment for 1 delivery vehicle. This estimate does not include monthly payments. Conversion franchisees likely will already have a delivery vehicle.

13. This estimate covers the first annual premium for all insurance required by the Franchise Agreement. Please refer to Item 8, “Insurance,” for further details on the required coverages.

14. Please refer to Item 11, “Advertising,” for further details.

15. We estimate that during the first 3 months of operation, you will need capital to support ongoing expenses, such as payroll, utility costs and deposits, any security deposits including 1 month’s prepaid rent, wages, tax bonds and business licenses, initial accounting services, and other miscellaneous expenses. This amount is an estimate, and we cannot guarantee that you will not have additional expenses starting your business. Your costs will depend on factors such as your management skill, experience and business acumen, economic conditions, the local market for your business, competition, and the performance of your Franchised Business. We relied on our knowledge of the rental-purchase business in making this estimate. Developers are unlikely to have additional expenses since they should be able to use the Franchised Business facilities to conduct their development activities; any additional expenses incurred in establishing a Franchised Business are covered in the Table for “Start-up Franchisees” in this Item 7.

* * *

We do not offer financing for your initial investment, but you may be able to finance a portion of your initial inventory of rental products through a floor planning line of credit with a division of Wells Fargo Bank. Please refer to Item 10 for further details about this financing program.

ITEM 8 – RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

The following restrictions on your purchasing are in effect as of the issuance date of this disclosure document, but we can impose other restrictions at any time.

Items you must purchase from us or an affiliate:

Industry Buying Group. We have arranged membership for franchisees in a major RTO industry buying group, The Rental Industry Buying Group (“TRIB”). TRIB is not an affiliate of Premier. You receive membership through us under the terms we have arranged with TRIB for our franchisees. As part of the arrangement, we collect the monthly membership fee on behalf of TRIB and pass it on to TRIB.

The specific vendor arrangements available through the buying group are subject to change. You are free to purchase from vendors that are not associated with TRIB.

Ideal Software. You must enter into a Software License with us for the right to use certain software to help manage your store’s business operations. The software is owned by Ideal Software Systems, Inc. (“Ideal”). We are not affiliated with Ideal by ownership. You must enter into the

VersiRent End-User Support Agreement with Ideal to support and maintain the software. You must pay the fees directly to Ideal.

Franchisees with more than one store must also use Ideal's Home Office software, which is a separate software package for which you must pay a separate license fee to Ideal and a separate access fee to a cloud hosting provider, currently Amazon Web Services. Ideal will install the software and train you to use it. Please refer to Item 11, "Computer Systems," for further details.

WonderSign. You must use WonderSign for website support. We collect the monthly fee on behalf of WonderSign and pass it on to WonderSign

Human Resources (HR) support. If you are a new, first-time Premier franchisee, you are required to use our affiliate, Premier Pride, for HR services for the first two years of operation of the Franchised Business. Our President and CEO is the principal owner of Premier Pride. After the first 2 years of operation, you can choose another HR company or handle your HR needs internally, provided that you meet the standards specified in the Manuals.

Debt Collection Services. Our affiliate, Financial Resolution Services, Inc. ("FRS"), offers debt collection services to our franchisees. You are not required to use FRS. Our President and CEO is the principal owner of FRS.

Items you must purchase from designated third parties:

Except as specified below and in the previous section, as of the date of this disclosure document, we have not selected any vendor as a sole supplier of goods or services. We will, however, provide you with a list of vendors who are able to supply some of your inventory, leasehold improvements, supplies, or other services, including vendors who may be affiliated with us, but you are not limited to using these vendors. Suppliers who are on our vendor lists have provided their prices and samples of goods to us, and we have found them to be acceptable.

Signs. Your interior and exterior signage must be approved by a project management company that we designate for this purpose. You may acquire your approved signage from any vendor.

DispatchTrack. You must obtain a subscription to this online service for vehicle scheduling and tracking of deliveries.

CareerPlug Recruiting Site. You must obtain a subscription to this service that assists franchisees in finding new employees.

Items that must meet our specifications:

For the following items, we have not designated a specific source or vendor that you must use, but you must follow our specifications and/or obtain our approval of the vendor. As of the date of this disclosure document, they include:

Inventory. In selecting the products and services that you offer through your Franchised Business, you will be subject to any minimum product standards that we adopt; any such standards will appear in the Manuals (as defined in Item 1 of this disclosure document). We require that your inventory contain a core number of specific products available for sale or rental. These products include televisions, audio visual equipment, appliances, furniture, jewelry and computers. The Manuals will contain details about this requirement. We also reserve the right to prohibit the sale

or rental of certain types of products such as construction equipment, party supplies, and office equipment. The Manuals will also contain information about any prohibited products. We have the right to revise the standards described in this paragraph.

Once your Franchised Business has been open for 6 months, you must, throughout the remainder of your initial term, maintain an inventory of products, either on customer lease or on the Franchised Business premises and available for customer lease or purchase, having an aggregate minimum initial cost of $300,000 ("Inventory"). The Manuals may contain requirements for the minimum initial costs of specified products that constitute the Inventory. We can increase the Inventory requirement by up to 10% for each increase (but not more often than once every 12 months). No later than 30 days after receipt of written notice from us that either the aggregate or specific-product value of Inventory is below the minimum value, you must acquire additional Inventory to satisfy the minimum required value. If you remain below the minimum required value after 30 days, the Operating Owner (as defined in Item 15) will be subject to required training at the Development Center up to once every 3 months until you cure the Inventory deficiency. For each month Inventory is below the required threshold of $300,000, you will be charged a fee of $250. We will rebate up to 6 months of this fee if the Operating Owner attends the required additional training in Texas. We will also provide coaching to assist you in better investing marketing dollars. If Inventory continues to be below the minimum required value 6 months after our initial notice of deficiency, we will have the right to terminate the franchise for uncured default and exercise our rights on termination, including our option to purchase the Franchised Business.

Lease. Unless you are a Conversion Franchisee with an existing lease, if you lease your Franchised Business premises, you must submit the proposed lease to us for our prior written approval. We have the right to require that your lease contain certain provisions required by the Franchise Agreement (see Section 6.11). Our approval of your lease is not an endorsement of the legal or business terms of the lease.

Insurance. Before undertaking any activities in connection with your franchise, you must obtain insurance policies meeting our current requirements, at your expense. This insurance must protect you, Premier, and our affiliates, officers, directors, shareholders, employees and agents against all claims for personal and bodily injury, death, or property damage, or any loss, liability or expense arising from the operation of your Franchised Business. All insurance policies must name Premier parties as additional insureds, must be primary to any insurance we maintain, and must contain a waiver by the insurer of subrogation against us. All public liability and property damage policies must contain a provision that Premier and its affiliates, officers, directors, shareholders, employees and agents, although named as additional insureds, can nevertheless recover under the policies for their any loss resulting from your negligence.

You must provide us with certificates of insurance evidencing the types and minimum amounts of coverage that we require. You must provide us with 30 days prior written notice of termination, expiration or cancellation of the policy.

If you do not maintain the required coverage, we have the right (but no obligation) to obtain insurance on your behalf. If we do so, you must reimburse us for the cost of insurance, plus a reasonable fee for our services.

We currently require the following insurance coverage:

- Worker's Compensation Insurance – Statutory coverage, including Employer's Liability coverage, as required by state law

- Employment Practices Liability Insurance (EPLI) – Required if not operating under Premier Pride's EIN; $1,000,000 each claim and $1,000,000 aggregate
- Cyber Liability Insurance - $1,000,000 minimum
- Floor Insurance – Required if the business premises are in a designated flood zone or if required by landlord or lender

We currently recommend the following insurance coverage:

- $1,000,000 combined single limit bodily injury & property damage liability with a $3,000,000 aggregate
- $1,000,000 fire legal liability
- $10,000 premises medical payments per person
- $1,000,000 each claim and aggregate employee benefits liability coverage.
- Replacement cost coverage with a $1,000 deductible to include special form with theft on contents, tenant's improvements and betterments
- Computer (EDP) coverage for store with home office @$25,000 and $15,000 each subsequent store
- Equipment breakdown coverage for electronics and NC or Boilers
- $1,000,000 liability on autos including non-owned and hired auto liability
- Medical payments and uninsured motorists are options. Comprehensive and Collision with a $1,000 deductible
- Hired auto physical damage as an option.
- Umbrella liability as an option at $1,000,000 minimum.
- Excess Liability, recommended at $1,000,000 minimum

Currently, you may obtain insurance from any carrier, so long as the insurance policies you obtain meet our current requirements.

Advertising. We must approve your advertising. Please see Item 11 for details about advertising approval.

Burglary detection equipment. You must install equipment that meets our requirements. This equipment configuration should include panic alarm units as well as video surveillance equipment that provides historical imaging and video access via the Internet. The system must be one that directly contacts a monitoring station.

Vendor Approval Process

Except as described above, as of the date of this disclosure document, our policy is that you do not need our approval to use different vendors, and we have no formal policies, procedures, or fees concerning supplier evaluation or approval outside of the approved buying group and our designated vendors.

If and when we institute a requirement to obtain approval of a proposed supplier, you may submit a written request for approval of the vendor, unless it is an item for which we have designated a specific vendor. To obtain approval, proposed vendors must demonstrate the ability to meet our standards and must possess adequate quality controls and capacity to supply your needs promptly and reliably. We will provide the relevant standards and specifications to vendors that wish to become approved vendors, provided that the proposed vendor signs a confidentiality agreement. We will have the right to inspect and evaluate the supplier's facilities and the products or services to be supplied, and you must pay all of our reasonable expenses incurred in so doing.

We will endeavor to make a decision about approving a proposed supplier within 90 days after we receive the required information. We may periodically re-inspect and re-evaluate the facilities, products and services of any approved supplier and revoke approval of particular facilities, products, services or suppliers if we determine, in our sole discretion, that they no longer meet our standards. You must cease renting or selling any disapproved products and cease buying from any disapproved supplier.

* * *

We may negotiate commissions, rebates, promotional allowances, volume discounts, and other payments or benefits based on the purchases of franchisees from third-party suppliers. As of the date of this disclosure document, rebates from approved buying group vendors range from 0% to 5%. Subject to applicable law and to any restrictions agreed to with the buying group or the supplier, we have the right to retain these payments. However, our current policy is to pass through to franchisees all buying group rebates earned from their purchases, except that, if you have not paid all of your monthly TRIB membership fees to Premier for a given year, we can keep all of your rebates earned for that year. In addition, if you do not attend a TRIB spring or fall buying show, Premier can substitute a different attendee and collect the vouchers and attendance credit you would have received for attending the show.

We have also negotiated rebates from some vendors that are outside of the approved buying group. These rebates are based on purchases made by Franchised Businesses and range from 0% to 5%. Except as limited by applicable law or by agreement with the vendor, we have the right to pass through, share or retain all or a portion of any rebates, commissions, discounts or beneficial pricing that we obtain from these suppliers.

As noted above, our President and Chief Executive Officer is the principal owner of Premier Pride and FRS. Otherwise, none of our officers owns an interest in any supplier to our franchisees.

During the fiscal year ending June 30, 2025, we had revenue of $48,640 related to purchases and leases by franchisees, all of which was from convention sponsorships by suppliers. This was 2.2% of our total revenue of $2,246,331 for the fiscal year. These figures are from our internal records and do not include rebates that we passed through to our franchisees.

During the fiscal year ending June 30, 2025, our affiliate had revenue of $346,768 from franchisees' purchases of payroll and human resources-related services. The revenue figure is from our affiliate's internal records.

We estimate that your purchases or leases from approved suppliers or in accordance with our specifications will represent approximately 60% of your total purchases or leases in both establishing your Franchised Business and in its continuing operation.

Other than the buying group described above, there are no purchasing cooperatives or distribution cooperatives in our franchise system. We do not provide material benefits (for example, renewing or granting additional franchises) to a franchisee based on a franchisee's purchase of particular products or services or use of particular suppliers.

We consider a variety of factors when determining whether to renew or grant additional franchises. Among the factors we consider is compliance with the requirements described above.

ITEM 9 – FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement and Development Agreement. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

	Obligation	Section in Franchise Agreement	Section in Development Agreement	Disclosure Document Item(s)
a.	Site selection and acquisition/lease	3	§1 and Attachment B	6, 11
b.	Pre-opening purchases/leases	6	Not Applicable	8
c.	Site development and other pre-opening requirements	5	Not Applicable	11
d.	Initial and ongoing training	3, 6	Not Applicable	6, 7, 11
e.	Opening	5	§3 and Attachment A	11
f.	Fees	4, 10	§2	5, 6, 11
g.	Compliance with standards and policies/Manuals	6	Not Applicable	8, 11
h.	Trademarks and proprietary information	7, 8	§1	13, 14
i.	Restrictions on products/services offered	4, 6	Not Applicable	8, 11
j.	Warranty and customer service requirements	Not Applicable	Not Applicable	Not Applicable
k.	Territorial development and sales quotas	Not Applicable	§1, 3 and Attachment A	Not Applicable
l.	Ongoing product/service purchase	6	Not Applicable	8
m.	Maintenance, appearance and remodeling requirements	6	Not Applicable	Not Applicable
n.	Insurance	11	Not Applicable	7, 8
o.	Advertising	4, 6, 10	Not Applicable	6, 11
p.	Indemnification	17	§9	6
q.	Owner's participation/ management/staffing	15	Not Applicable	15
r.	Records and reports	9	Not Applicable	6, 11
s.	Inspections and audits	3, 9	Not Applicable	6
t.	Transfer	12	§6	17

	Obligation	Section in Franchise Agreement	Section in Development Agreement	Disclosure Document Item(s)
u.	Renewal	2	Not Applicable	17
v.	Post-termination obligations	15	§8	17
w.	Non-competition covenants	15	§5	17
x.	Dispute resolution	20	§12	17
y.	Owners and shareholders' personal guarantees	16, Attachment D	Not Applicable	15
z.	Maintenance of minimum inventory levels	6	Not Applicable	8

ITEM 10 – FINANCING

Premier franchisees may have access to a line of credit for their inventory of rental products. The lender is Wells Fargo Commercial Distribution Finance, LLC ("Wells Fargo"). Premier is not an affiliate of Wells Fargo.

To qualify for the line of credit, you must meet creditworthiness standards established by Wells Fargo. We do not control Wells Fargo's decision whether to offer financing.

If you qualify, in order to obtain the line of credit from Wells Fargo, you must sign an Inventory Financing Agreement with Wells Fargo and a Merchandise Purchase and Security Agreement with us. The current forms of these agreements are found in Exhibit N and Exhibit P to this disclosure document. In addition, the individual owner(s) of the franchise must sign a personal guaranty in favor of Wells Fargo. The form of the Guaranty is in Exhibit O to this disclosure document.

The financing covers up to 100% of the cost of your purchases from Wells Fargo-approved vendors. However, Wells Fargo's decision to advance funds is discretionary for each purchase, and Wells Fargo may decline if, for example, the vendor is in default to Wells Fargo or if Wells Fargo reasonably feels insecure as to the vendor. Wells Fargo makes the bulk of its revenue from the program by charging fees to the vendors for financing your purchases from the vendors.

Wells Fargo will send you a Transaction Statement for each transaction, identifying the items financed and the terms and conditions of repayment for that particular advance of funds. Wells Fargo will then send a monthly billing statement identifying all charges due on your account. The financing works somewhat like a credit card – i.e., if you pay all charges by the due date, you will not incur any interest charges. However, if the vendor does not fulfill its obligation to pay Wells Fargo, you are responsible for paying the interest due on demand. Interest is charged as a daily rate computed by dividing the interest rate specified in the Transaction Statement by 360. As of the date of this disclosure document, a typical daily rate was 0.064%, which equates to a monthly rate of 1.92% and an annual rate of 23.04%. In addition, if you do not pay your monthly Wells Fargo statement by the due date, the advances made to you will bear interest at a default rate, which if not otherwise specified will be 3% per annum above the rate in effect before the default. Wells Fargo may also charge you late fees which vary by state and status of borrower.

Wells Fargo also has the right to charge a 2% Franchise Expense Allocation/Administrative Fee ("FEA") on all invoices. In practice, as of the date of this disclosure document, Wells Fargo charges the 2% FEA fee only on invoices that are electronically submitted by the vendor ("EDI invoices"). This policy is subject to change by Wells Fargo.

Under the Inventory Financing Agreement, you grant Wells Fargo a security interest in all of your personal property, accounts, inventory, equipment, fixtures, other goods, general intangibles, chattel paper, instruments, deposit accounts, investment property and documents, and all proceeds of the foregoing. You also grant a security interest in any price protection payments, rebates, discounts, credits, factory holdbacks, inventive payments or other amounts due to you from vendors ("Vendor Credits"). In order to make sure that your obligations to Wells Fargo are always adequately secured, Wells Fargo may request you to pay Wells Fargo the sum necessary to reduce your outstanding advances to an amount that does not exceed the aggregate invoice price of the inventory in which Wells Fargo has a lien.

The Inventory Financing Agreement does not specifically provide for prepayment. Wells Fargo will recognize and credit payments according to its payment recognition policies in effect from time to time.

If you default on the financing, Wells Fargo can terminate the Inventory Financing Agreement and any outstanding credit approvals and declare all of your outstanding obligations to be due and payable immediately. You waive notice of both the intent to accelerate and of the acceleration of the obligations. Wells Fargo can also exercise its rights in the collateral for which you have granted a security interest and can charge you for its reasonable attorneys' fees and costs incurred in collecting the amount due and enforcing its security interest. Wells Fargo can also instruct vendors to pay Vendor Credits directly to Wells Fargo.

By agreement with Wells Fargo, Premier guarantees the purchases made by franchisees through the online ordering platform. If Premier remedies your default under the Inventory Financing Agreement, you must reimburse Premier for the amount paid on your behalf, plus Premier's reasonable attorneys' fees and costs, if any, incurred in recouping that amount. To secure this obligation, you grant Premier (under the Merchandise Purchase and Security Agreement) a separate security interest in all inventory rental merchandise, accounts, contract rights, rental or lease agreements, accounts receivable, general intangibles and chattel paper.

If you default under the Merchandise Purchase and Security Agreement, we do not have the right to accelerate your obligations or impose a default rate of interest, but we can exercise our rights in the collateral and charge you for all of our reasonable expenses in doing so, including attorneys' fees. In addition, if you fail to reimburse us for monies paid to Wells Fargo on your behalf, you will be in default under the Franchise Agreement.

The guarantor(s) of your Wells Fargo financing agree to waive all right of set off and waive defenses to enforcement of the Guaranty, including demands for performance, notices of non-payment or non-performance, notices of protest, notices of dishonor, and notices of acceptance of the Guaranty. Wells Fargo has the right, without giving notice to the guarantor(s), to renew, extend or accelerate the time for payment of interest and/or principal, to accept partial payments, to take and apply collateral, to release, compromise, collect, or initiate a proceeding to collect amounts due, to extend additional financing, and to release or compromise the obligations of any other person liable on the debt.

You and the guarantor(s) agree to arbitrate any disputes with Wells Fargo. If a dispute is found to be not subject to arbitration, you and the guarantor(s) consent to jurisdiction in the federal or state courts in Illinois and you waive any right to trial by jury. You, the guarantor(s) and Wells Fargo all waive the right to any exemplary or punitive damages.

Wells Fargo determines annually whether to rebate a portion of the FEA paid by franchisees participating in the floor plan financing program. We do not control Wells Fargo's decision whether to offer a rebate. Wells Fargo pays the total rebate amount for the participating franchisees to Premier. We may use the rebate monies to offset losses and administration fees for the financing program and/or distribute them to franchisees.

Except as described in the previous paragraph, we do not derive revenue from any interest or fees that you pay on the line of credit from Wells Fargo. We do not have the right to sell, assign or discount any floor plan financing to any third party, but Wells Fargo has the right to do so.

Except as described above, we do not offer direct or indirect financing. We do not guarantee your note, lease or other obligation.

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

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

Pre-Opening Obligations

1. We will make available, at our expense, our current standard plans and specifications (not for construction) for a prototype or recently opened Franchised Business, including exterior and interior design and layout, fixtures, furnishings, and signs, as well as specifications for the supplies and inventory necessary to establish and operate the Franchised Business. (Franchise Agreement Section 3.1)

2. We will give you our written site selection guidelines, offer other site selection assistance as we believe is reasonable and necessary, and thereafter approve the location for your Franchised Business if and when a suitable site is located. Please refer to "Site Selection" in this Item 11 for additional details. (Franchise Agreement Sections 1.2 and 3.2)

3. We will provide pre-opening training as described below in this Item under "Training." (Franchise Agreement Section 3.3)

4. We will review your proposed lease for the Franchised Business premises, and if it contains the provisions we require, we will approve it. The required terms include: (i) a provision requiring the landlord to copy Premier on any notice of default under the lease and give Premier the option to cure the default on your behalf; and (ii) a provision giving Premier the right to assume the lease if the franchise expires or is terminated. Our approval is not an endorsement of other legal or business terms of the lease. (Franchise Agreement Section 6.11)

5. We will lend you a copy of, or provide electronic access to, the Manuals. (Franchise Agreement Section 3.4)

6. We will provide you, at our expense, with the pre-opening supplies described in the Franchise Agreement. (Franchise Agreement Section 3.5 and Attachment A)

7. We will provide initial and advisory assistance to you at the times and through such activities as we deem advisable. (Franchise Agreement Section 3.6)

8. If we appoint approved suppliers, we will provide you with a list of them and, subject to the availability of our personnel, we will assist you in establishing relationships with approved suppliers. (Franchise Agreement Section 3.7)

9. We will enter into a software license with you. (Franchise Agreement Section 6.18)

If you are converting an existing business to a Franchised Business, we will not provide you with the assistance and services described in paragraphs 2 and 4 above (Conversion Addendum, Exhibit D). If you are renewing an existing franchise, we will not provide the assistance and services in paragraphs 2, 3, or 6 (Renewal Addendum, Exhibit Q).

Continuing Obligations

1. We will make available required and optional training programs as described below in this Item under "Training." (Franchise Agreement Section 3.3)

2. We will update the Manuals as needed. (Franchise Agreement Section 3.4)

3. We will provide continuing advisory assistance to you at various times and through such activities as we deem necessary. (Franchise Agreement Section 3.6)

4. We will update our list of approved suppliers, if any; and, subject to the availability of our personnel, we will assist you in establishing relationships with approved suppliers. (Franchise Agreement Section 3.7)

5. We will conduct inspections of your Franchised Business premises, with or without prior notice to you, and evaluations of your management and operations in order to assist you, to verify that any previously required corrective actions have been implemented, and to maintain the System's standards of quality, cleanliness, appearance, and service. (Franchise Agreement Section 3.8)

* * *

Except as listed above and described in the following sections of this Item, we do not have contractual obligations to assist you in: (i) developing products or services that you will offer to customers; (ii) hiring and training your employees; (iii) improving and developing the franchise business; (iv) establishing prices; (v) establishing and using administrative, bookkeeping, accounting, and inventory control procedures; or (vi) resolving operating problems you encounter.

We have the right to delegate to any designee the performance of any pre-opening or continuing obligation.

We do not have any pre-opening or continuing obligations to you under the Development Agreement.

Site Selection

We must approve the location of your Franchised Business, but our approval is not a guarantee or assurance that your location will be profitable or successful. If we have not already approved your location when the Franchise Agreement is signed, we will provide you with our site selection guidelines. At your request and at our option, we will provide on-site visits to proposed sites that you select, but you must reimburse us for all reasonable costs and expenses we incur in making each on-site visit, such as the cost of travel, lodging, and meals for our personnel. We consider traffic patterns, visibility from public thoroughfares, and average household income in the area when deciding whether to approve a proposed location.

There is no specific time limit on us to approve or disapprove a proposed site. However, we generally respond within 14 days after receiving all information we have requested about the proposed site. We have no obligation to assist you in negotiating the actual purchase or lease of your approved location, but we may offer assistance if you request it. We generally do not lease premises to franchisees.

We have the right to terminate the Franchise Agreement if you have not opened the Franchised Business within 6 months after signing the Franchise Agreement. This provision will apply if you have not obtained our approval of your location and lease within the 6-month period. Accordingly, if we cannot agree on a site, the franchise will be subject to termination.

We estimate that the length of time between the signing of the Franchise Agreement and the opening of the Franchised Business will range from 45 to 120 days if you have an approved location at the time the Franchise Agreement is signed, and 60 to 180 days if you do not. Factors that might affect this time period include the length of time needed to secure an approved location and negotiate the terms of the lease or purchase agreement, make necessary leasehold improvements, secure all necessary permits and licenses, attend our pre-opening training program, and hire and train your employees.

We do not provide site selection assistance to Conversion Franchisees.

If you sign a Development Agreement, all of the Franchised Businesses must be located within the Development Areas described in Attachment B of the Development Agreement. We must approve the location of each Franchised Business as described above. Our then-current standards will apply to future sites.

Advertising

We require you to spend the greater of 3.0% of Gross Rental Payments and Sales or $2,500 per month for marketing of your Franchised Business (the “Marketing Contribution”). We can require you to pay a portion of the Marketing Contribution, not to exceed 2.0% of Gross Rental Payments and Sales, to a system-wide marketing fund that we have established (the “System Fund”). As of the date of this disclosure document, we require monthly contributions of $250 per store to the System Fund, but we have the right to change the amount. All franchised stores, including the affiliated franchises, have the same Marketing Contribution and contribute to the System Fund at the same rate.

We can also require contributions to a regional marketing fund (“Regional Fund”) if we establish a Regional Fund applicable to your Franchised Business. As of the date of this disclosure document, we do not have any Regional Funds.

Any portion of the total Marketing Contribution that you do not contribute to the System Fund or a Regional Fund must be spent on local marketing (see "Local Marketing" below). You must self-report your marketing expenses. If you do not meet the monthly Marketing Contribution requirement, we will invoice you for the difference and deposit the invoiced amounts into the System Fund.

System Fund. The following provisions apply to the System Fund:

The System Fund will be used exclusively to meet any and all costs of maintaining, administering, directing, conducting and developing advertising, marketing, public relations, and/or promotional programs and materials including website construction, content and maintenance, and any other activities which we believe will enhance the image of the System, such as the costs of preparing and conducting marketing campaigns in various media; preparation of direct mail marketing; market research; employing advertising and/or public relations agencies; purchasing promotional items; conducting and administering in-store promotions; and providing promotional and other marketing materials and services to Franchised Businesses. We can use any form of media, such as broadcast, print, direct-mail, digital marketing, and various internet sites. We may use local, regional and/or national media. No System Fund monies will be used solely for the purpose of soliciting new franchisees.

We will administer the System Fund and direct all marketing and promotional programs, with sole discretion over the creative concepts, materials, media, and the placement. The System Fund is intended to maximize general public recognition and acceptance of the Proprietary Marks for the benefit of the System, and we are not obligated, in administering the System Fund, to make expenditures for you or any other franchisee which are equivalent or proportionate to your or another franchisee's contribution, or to ensure that any particular franchisee benefits directly or *pro rata* from the marketing or promotion conducted under the System Fund.

You must make all payments directly to the System Fund. All contributions will be kept in an account separate from our other monies and will not be used to defray any of our expenses, except for such reasonable costs and overhead, if any, as we may incur in activities reasonably related to the administration of direction of the System Fund and marketing programs, such as research and development, product development, and the costs of personnel for creating and implementing all activities, including our or our affiliates' employees. The System Fund and any earnings will not otherwise inure to our benefit. We will maintain separate bookkeeping accounts for the System Fund. (Franchise Agreement Section 10.2).

We do not prepare audited financial statements for the System Fund, but each year we will prepare an unaudited statement of the operations of the System Fund as shown on the books of the System Fund and, at your request, provide a copy of the statement to you. You also will have the right to inspect the System Fund's books and records at the location where they are maintained. Although the System Fund is intended to be of perpetual duration, we have the right to terminate the System Fund at any time. If there is unspent or uncommitted money in the System Fund at the time we terminate it, we will return it to the contributors.

During our most recently completed fiscal year, approximately 25.1% of System Fund expenditures were made for producing marketing materials, approximately 50.4% were for internet marketing, and approximately 24.5% were for administrative expenses.

Regional Fund. We have the right, but not the obligation, to designate any geographical area for purposes of establishing a Regional Fund. You must contribute to any Regional Fund created for the geographical area in which the Franchised Business is located. If your Franchised Business is located within the geographical area of more than one Regional Fund, we will require you to contribute to only one Regional Fund, to be designated by us. The Regional Fund will not operate from written governing documents other than the Franchise Agreement. The Regional Fund will operate in a manner similar to the System Fund, including the use of the types of local, regional and/or national media used by the System Fund. Also, similar to the System Fund, the preparation of marketing materials may be done in-house or through third-party suppliers and no fixed amount need be spent on the area or territory where any franchisees reside. We will administer each Regional Fund. We will not prepare audited financial statements for the Regional Fund, but we will prepare an annual unaudited statement of operations as shown on the books of the Regional Fund and, at your request, provide a copy of the statement to you. We may exempt you from making contributions to a Regional Fund if there is sufficient justification to do so. (Franchise Agreement Section 10.3). We can use any form of media, such as broadcast, print, direct-mail, and various internet sites.

Neither the System Fund nor any Regional Fund is a trust fund, and we will not have any fiduciary duty to any franchisee in connection with the collection or expenditures of System Fund or Regional Fund monies or any other aspect of either the System Fund or any Regional Fund's operations.

Local Marketing. Your own local marketing efforts are crucial to the growth and viability of your Franchised Business. Any portion of the total Marketing Contribution that you do not contribute to the System Fund or a Regional Fund must be spent on local marketing. You are required to report your marketing expense for the prior month at the same time you report revenue for the prior month and pay the Licensing Fee. We have the right to specify, in the Manuals or otherwise in writing, certain mandatory local marketing programs, including minimum required expenditures for such programs. (Franchise Agreement Section 10.4)

Grand Opening Marketing. You must conduct initial marketing for the Franchised Business in accordance with a grand opening marketing plan that you will create, subject to Premier's approval. Unless otherwise agreed, you must spend not less than $30,000 in the 13 weeks immediately preceding and following the opening of the Store. (Franchise Agreement Section 10.8)

Additional Marketing Expenditures. At our request and at your expense, you must participate in all of our System marketing and Franchised Business monitoring programs, including various e-mail programs (such as e-mail list building), messaging, newsletters, customer retention and acquisition programs, surveys, campaign tracking, and mystery shopper programs. We reserve the right to add, delete, or modify System marketing and Franchised Business monitoring programs. (Franchise Agreement Section 10.7)

Approval of Marketing. All marketing and promotional activities must be conducted in a dignified manner and conform to the standards and requirements described in the Manuals or otherwise in writing. You may not use any marketing or promotional plans or materials without first submitting them to us. All marketing materials must be posted and approved through the online marketing platform designated by Premier for that purpose. You may then use these materials if we do not notify you within 15 days after we receive them that we disapprove of their use. You may not rely on our approval as a representation or guarantee that your marketing disclosures satisfy legal requirements; our evaluation of marketing materials relates only to presentation of our brand and

does not include compliance with applicable laws in your state. We have the right at any time after you start using your approved materials to prohibit further use.

Electronic Marketing and Electronic Communications. Unless we have agreed to it in writing, you may not use, register, maintain, or sponsor any website, URL, social media account or profile (including on, but not limited to, Facebook, X, LinkedIn, YouTube, TikTok, Snapchat, Pinterest, Instagram, etc.), blog, messaging system, email account, user name, text address, mobile application, or other digital, electronic, mobile or Internet presence that uses or displays any of the Proprietary Marks (or any derivative thereof) or that promotes any products or services of the Franchised Business. The use of any digital or electronic medium constitutes advertising and promotion subject to our approval as described above in this Item. Any associations to other brands, promotions, campaigns or other forms of marketing activity (including posting of pictures) must be approved by us. You may not transmit or cause any other party to transmit advertisements or solicitations by telephone, e-mail, text message, instant message, social media, VoIP, streaming media, or other electronic media without first obtaining our written consent as to: (a) the content of the advertisements or solicitations; and (b) the type of media intended to be used. All telephone answering messages, email auto-signatures, and other identifiers of the Franchised Business must be in the form we prescribe. If we approve the use of an electronic medium, our approval will be conditioned on your compliance with any standards and procedures we issue with respect to that type of electronic medium, including the use of any disclaimers, warnings, and other statements that we may prescribe.

All social media accounts, profiles, pages, and registrations that primarily promote the Proprietary Marks or the Store must be requested through Premier. Premier will register them in Premier's name and provide you with administrative access only, and Premier will retain ownership and ultimate control. For any such accounts that Premier expressly permits to be registered in your name, you must provide Premier with the current login credentials within five days after opening the account or changing the credentials. We will have the rights to: (i) access any social media accounts to take corrective action if the account or any postings are in violation of our policies; and (ii) take ownership of the accounts on expiration or termination of the franchise (if not already owned by Premier) and operate them thereafter as we see fit. We may offer to provide, or may require that you have, a website for the Franchised Business (which may be structured as a separate page of a website maintained by Premier) and we may charge you a reasonable fee for development and/or support of the site. (Franchise Agreement Section 10.6)

Franchise Advisory Board. We have established the Owners Advisory Council (the "OAC") to promote candid communication between our management and the franchisee community on a variety of topics. The full OAC has 9 members: 6 franchisee members elected by the franchisee community and 3 members appointed by Premier. The appointed members may be franchisees, store associates, Premier employees, or outside consultants. Under the current bylaws, each Franchisee Group (as defined in note 3 of Item 6) that is in good standing has 1 vote in the annual election of OAC board members. A Franchisee Group is deemed in good standing unless at the time of the vote the Franchisee Group is delinquent on any amount due to us, the Marketing Fund, or the convention fund for any Store, or has any uncured default for which the Franchisee Group has received notice of default.

The OAC appoints a marketing subcommittee of up to 3 members to work with our Director of Marketing on website development. The subcommittee's recommendations are non-binding and we retain the right to make all final decisions. We have the power to change or dissolve the marketing subcommittee or the entire OAC through our voting representatives and/or our unilateral right to change the bylaws.

We have the right to use any and all forms of local, regional, and national media in promoting the Premier Rental-Purchase brand, such as online, mobile, broadcast, print, direct-mail, and various internet sites. Some promotional materials will be generated by our own personnel, but we reserve the right to use non-affiliated third party providers.

There are no advertising contributions and no advertising obligations under the Development Agreement. When you sign Franchise Agreements for specific locations under a Development Agreement, you will have advertising contributions and obligations as described above.

Training Program

Pre-opening. We will provide a pre-opening training program for up to 6 individuals. The program begins on the day after you sign the Franchise Agreement at our Development Center in Texas City, Texas. On that day, Premier will provide a full-day orientation to all Premier support services and documents. The orientation will help you go back home to open the building, order supplies, etc. The instructional materials used in training consist of our Manuals, worksheets, and PowerPoint slides. Our instructors have at least 18 years of experience with our business and at least 30 years of experience in the industry.

Between 30 and 60 days prior to your scheduled opening, you and anyone else who will be involved in the management/operations of the Franchised Business must return to the Development Center for 6+ days of store opening training. Premier may require less than 6 days of training in its discretion; conversely, you may request Premier to extend the session to 9 days if you want additional support. All individuals who will attend training at the Development Center are required to complete the Premier University Online training for their position prior to attending. Premier will provide you with a list of other things you must accomplish before returning to the Development Center for store opening training. Store opening training is held every month and you must pick one of the scheduled sessions.

New store opening training has a formal agenda and structure. The standard program is summarized below:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Store operations	24	12	Our Development Center in Texas City, TX
VersiRent software (see Item 8)	8*	0	Online
Total	**32**	**12**	

* At your option, you can obtain additional training from Ideal at a cost of $495 per day.

At the end of the store opening training session, we will schedule a ‘soft opening’ visit to your location to review all opening requirements. If the review is satisfactory, Premier will give you approval to open, along with a list of anything that still needs to be done before the official grand

opening. Your grand opening should be held between 30 and 60 days after the soft opening to the public. A Premier representative will return for the Grand Opening, or within 30 days after the Grand Opening, to validate completion of the remaining items on the pre-opening list.

After opening. At the store opening training, you and Premier will set a revenue target for the business. Until your monthly revenues achieve the target level, the Operating Owner (as defined in Item 15) or at least one member of your store staff must return to the Development Center periodically for 3½ day training sessions. If the store's revenue growth is on target, the periodic training will be held every 6 months; if not, Premier can require the Operating Owner to return to the Development Center up to once every 3 months. After the store reaches the revenue target, the Operating Owner will only be required to return to the Development Center for training once every 2 years, unless your Inventory falls below the required amount as described in Item 8. We encourage franchisees to attend as often as they wish, even if not required to do so.

In addition to your training at the Development Center, you must ensure that your new store associates complete online Premier brand standards training within 2 weeks of hire. Store managers must complete online Premier brand standards training within 4 weeks of hire.

Other than the monthly per-store fee for Premier University (see Item 6), there is no charge from Premier for required training before or after opening. You will bear your own travel and lodging expenses for trips to the Development Center.

The consequence of your failure to successfully complete the pre-opening training program is that we will have the right to terminate the Franchise Agreement. Termination will be effective immediately upon your receipt of written notice from us and without any opportunity by you to cure.

For all training, Premier has the sole right (i) to designate specific individuals who must successfully complete the training program; and (ii) to judge whether a person has successfully completed the training program. Successful completion may require passing tests to establish proficiency in the delivery of services, use of technology and software applications, and other areas Premier designates.

Development Agreement. If you sign a Development Agreement, the training requirements are the same as for the Franchise Agreement, as described above.

Manuals

We will loan you a copy of, or provide electronic access to, the Manuals. As of the date of this disclosure document, the volumes are: Operations Manual; New Store Opening Guide; Marketing Resource Guide; Franchisee Manual; Disaster Preparedness and Recovery Manual; Premier Finishes Booklet; Premier University Workbook; Franchisee Development Workbook; Sales Training 2.0; and Observation Guide. The current table of contents to the Manuals appears at **Exhibit F**. The printed version of the Manuals currently contains 325 pages.

Technology Requirements

You must, at your expense, acquire, install, and use the customer relationship management (CRM) system, payment system, back-office system, software applications, mobile apps, audio/visual equipment, security systems, and other hardware, software, and network connectivity for the Franchised Business that Premier specifies. You must sign any standard

license agreement or user agreement that may be required to use a system that Premier specifies. You will use the required systems for the functions Premier specifies from time to time, which will or may include customer services, managing customer data and transaction data, accounting, financial reporting, training personnel, and other functions. You will be responsible for ensuring that your employees are adequately trained to use the systems and that they follow Premier's policies.

At a minimum, each store level device responsible for processing company data must have Premier-approved Enterprise Endpoint Protection Software (EPS) installed, Premier--approved Operating System (OS) for Store Level Servers and Workstations installed, Premier-approved Firewall Hardware Appliance installed and enforced, and Premier-approved Hardware configuration for Store Level Servers and Workstations.

To ensure full operational efficiency and optimum communication capability between and among you, us, and other franchisees, you must, at your expense, maintain your technology systems in good working order at all times and promptly install upgrades, additions, modifications, substitutions and/or replacements of hardware, software, connectivity, power, and other system components as necessary. There is no contractual limitation on the frequency or cost of this obligation. You also must enter into any maintenance and support agreements that we determine necessary to operate or maintain your computer system. (Franchise Agreement Section 9.2)

We have entered into a licensing arrangement with Ideal Software Systems, Inc., located at 4909 Great River Drive, Meridian, Mississippi 39303, telephone number (800) 964-3325, under which we have the right to use Ideal's Multi-user VersiRent software and to relicense our franchisees to use it. This software is used to perform many important business information and management functions. We relicense this software to you for a one-time license fee of $3,700. A copy of the Software License is attached at **Exhibit G** to this disclosure document. All franchisees must utilize Ideal's software. If you have more than one location, you also must use Ideal's VersiRent Home Office Software that we will re-license to you for a one-time license fee of $3,995.

You also are required to enter into an End-User Support Agreement with Ideal. The monthly fee for end-user support is $100 unless you also sign a Home Office software license, in which case the monthly fee is $150 + $10 per store location you operate. The monthly fee is payable directly to Ideal. Ideal may increase the monthly support fee in the future; we do not control the amount of this fee.

Ideal may continue to upgrade its software programs furnished to you at no additional cost. Ideal will provide any maintenance or repair services to all licensed software under its End-User Support Agreement. Hardware and network maintenance or repair will be your responsibility.

You are required to obtain a subscription to DispatchTrack, an online service for vehicle scheduling and tracking of deliveries. We also require you to use WonderSignfor website maintenance. Premier collects the monthly fee on behalf of WonderSign and passes it on to WonderSign.

You must, at your own expense, acquire, install and use the accounting system and financial reporting system designated by Premier. As of the date of this disclosure document, we require QuickBooks for accounting and Qvinci for financial reporting. With our approval, you can use a different accounting system if it ties into Qvinci.

You may obtain hardware and network components from any supplier, provided the components meet our system specifications. We estimate that the cost for your required hardware will range from $5,000 to $10,000.

We estimate that the cost of optional or required maintenance, updating, upgrading or support services (apart from Ideal) will be approximately $100 per month. Neither we nor any of our affiliates have an obligation to provide ongoing maintenance, repairs, upgrades or updates to your computer hardware or software.

You must comply with applicable laws relating to the privacy of consumer, employee, and transactional information. You must ensure that any personally identifiable information you collect is collected only with express or implied consent of the data subject. You must abide by all applicable privacy laws relating to the collection, use, processing, protection, integrity, transfer of, consumer access to, correction of, and deletion of personally identifiable information. You must ensure that all the data that you share with or transfer to us has been collected in compliance with a privacy policy that allows such sharing or transfer. You may not implement a data privacy policy that is contrary to our data privacy policy.

You are required to implement industry-standard administrative, physical, and technical security measures and devices to protect data from unauthorized access, acquisition, loss, destruction, disclosure or transfer. Without limiting the foregoing, you agree to comply with the then-current Payment Card Industry Data Security Standards (PCI/DSS), as those standards may be revised by the PCI Security Standards Council, LLC (see *www.pcisecuritystandards.org*) or successor organization; to implement the security requirements that the Council (or its successor) requires of a merchant that accepts payment by credit and/or debit cards; and to complete PCI/DSS audits as and when required by the standards. Compliance with PCI/DSS is a minimum requirement and does not guarantee that no security breach will occur. You are solely responsible for protecting the Franchised Business from computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, and attacks by hackers and other unauthorized intruders. You waives any and all claims you may have against Premier as the direct or indirect result of any disruptions, failures or attacks not caused by Premier. You are also required to use best efforts to verify that your suppliers, lenders, landlords, customers, and governmental agencies on which Franchisee relies, are reasonably protected. This includes best efforts to secure your systems, including, but not limited to, use of firewalls, access code protection, anti-virus systems, and backup systems. In the event of a known or suspected security breach, you shall notify Premier promptly and comply with applicable laws and any instructions from Premier regarding response to the breach. Any losses or expenses incurred by Premier and its affiliates as a result of your failure to meet its obligations in this Section will be subject to indemnification. (Franchise Agreement, Section 17.4)

You must, at your own expense, implement and maintain industry standard data backup and recovery procedures, as well as industry standard business continuity and disaster recovery plans, in connection with the technology platforms and data used in the operation of your Store. We may require that you use a specific vendor or software to back up your data.

Franchisee must give Premier independent access to (i) the information systems that Premier requires Franchisee to use in the operation of the Store from time to time, (ii) all of your business data, wherever maintained, and/or (iii) any other information systems that Franchisee uses to store or process Confidential Information or to display the Proprietary Marks. Franchisee must provide Premier with login credentials if necessary for that purpose. Franchisee must maintain an electronic connection with Premier at all times.

Premier has the right to require you to deliver business data to Premier. Premier has the right to use (and to authorize others to access and use) your business data to, among other things: (i) verify sales; (ii) monitor progress of franchisees; (iii) prepare a financial performance representation for Premier's Franchise Disclosure Document; and (iv) share vendor and supplier pricing data with Premier's affiliates. There is no contractual limitation on our access to your computer systems. (Franchise Agreement Section 9.3)

While the Franchise Agreement is in effect, Premier and Franchisee will each have the right to access and use Customer Data and to share it with their affiliates, service providers, and contracted third parties for any purpose consistent with the Franchise Agreement, without notifying or compensating the other. "Customer Data" means all information about persons or entities who are doing business with, have done business with, or are known to be considering doing business with the Franchised Business, including for example contact information, transaction history, customer service requests, customer contracts, and any other information Premier may specify. Whenever Premier requests, and without request upon termination or expiration of the Franchise Agreement, you must will promptly deliver to Premier a full updated set of all Customer Data in your possession or control. In the event of an approved sale of the Franchised Business to a new owner who will continue to operate the Franchised Business under an agreement with Premier, you may transfer the Customer Data to the new owner provided that you retain no copy of the Customer Data. After expiration or termination of this Agreement: (i) Premier and its affiliates may continue to use all Customer Data in connection with the Premier Rental-Purchase business and to communicate with customers; and (ii) you cannot retain or use any Customer Data, sell or transfer any Customer Data to any other person, or share Customer Data with any other person, including any person that is an affiliate or owner of Franchisee or a family member of an owner. At Premier's request made on or after expiration or termination of this Agreement, you must certify the deletion or destruction of all Customer Data in the possession or control of Franchisee and its affiliates, owners and employees.

ITEM 12 – TERRITORY

Each franchise is granted for a specific business location identified in the Franchise Agreement (the "Approved Location"). You may not relocate the Franchised Business without our prior written approval. Our approval will be based on the same factors that we consider for any other proposed Franchised Business site, as described in Item 11 of this disclosure document under the subheading "Site Selection." Unless otherwise agreed in writing, relocation does not change your Protected Territory (described below).

You do not receive an exclusive territory under the Franchise Agreement. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. However, while the Franchise Agreement is in effect, we will not establish a Franchised Business location within the "Protected Territory" defined in the Franchise Agreement, or franchise others to do so.

We currently define the Protected Territory as the area within a 1-mile radius from the front door of the Approved Location. However, we may adopt mapping software that will help define Protected Territories based on customer count and demographics. If and when we implement mapping software, new franchisees will have the option to request an evaluation of the area surrounding the Approved Location, which may result in a Protected Territory different from or larger than a 1 mile radius from the Approved Location. There will be a cost to do the evaluation

and we will pass on the cost to the franchisee if the franchisee chooses to have it done. If you sign a Home Furnishings Addendum, we will increase the size of your Protected Territory to a three-mile radius from your Approved Location.

Except for the Protected Territory, your franchise rights are non-exclusive. We retain the rights, among others, in any manner and on any terms and conditions we deem advisable, and regardless of the proximity to or the financial impact on your Franchised Business: (a) to own, acquire, establish, and/or operate, and license others to establish and operate, Franchised Businesses outside of the Protected Territory; (b) to own acquire, establish and/or operate, and license others to establish and operate, businesses other than a Franchised Business (including retail stores and rental purchase businesses) at any location within or outside the Protected Territory under other proprietary marks (including proprietary marks which contain the word "Premier") or other systems and regardless of whether such businesses are the same, similar, or different from the Franchised Business; and (c) to sell or distribute, at retail or wholesale, directly or indirectly, or license others to sell or distribute, any products or services which bear any proprietary marks, including proprietary marks which include the word "Premier," as well as the Proprietary Marks, whether within or outside the Protected Territory, and through any other distribution channel or venue. Other venues also may include telephone, television, mail order, catalogue and/or computerized or other electronic remote entry systems such as the Internet. No compensation will be paid to you for any sales made by us or our affiliates within your Protected Territory.

All Premier Rental-Purchase stores (regardless of ownership) may solicit, sell, and/or deliver products to customers without regard to the customers' geographic location, including customers located in a Protected Territory of any franchisee, including yours. There are no restrictions on you from soliciting or accepting orders from consumers outside of your Protected Territory, including by using other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of your Protected Territory. However, as described in Item 11, you may not use the Proprietary Marks in electronic marketing channels (websites, social media, blogs, mobile applications, etc.) unless we have specifically agreed to it in writing. All social media accounts, profiles, pages, and registrations for the Franchised Business must be requested through us.

We are associated with companies that previously franchised businesses that rented and/or sold automobiles and that offered custom wheels, tires and automobile-related accessories. These companies may resume these activities in the future. These companies may use proprietary marks which include the word "Premier," and they have the right to conduct business within your Protected Territory without any restrictions, including those venues described in the preceding paragraph. Each company's principal place of business is the same as ours, i.e., 925 Capital Landing Rd, Suite B, Williamsburg, VA 23185. The companies do not maintain physically separate offices, but none of the companies conduct pre-opening training at the same location. We do not have a specific policy for resolving conflicts between franchisees of the different companies regarding territory, customers, or franchisor support.

On June 2, 2025, an affiliate of Premier acquired the brand assets of the "ColorTyme" brand. ColorTyme outlets offer rent-to-own services similar to those offered by Premier Rental-Purchase franchisees. At the closing of the transaction, Premier's affiliate assumed the franchisor rights and obligations under the franchise agreements of the six remaining ColorTyme franchisees. There are no company-owned ColorTyme outlets and no present plans to grant additional franchises, although Premier's affiliate reserves the right to do so, including within your Territory. ColorTyme outlets may solicit or accept orders from customers located within your Territory. Our affiliate

operates the ColorTyme business from the same principal place of business as Premier. We do not maintain physically separate offices or training facilities for the ColorTyme brand. We do not have a specific policy for resolving conflicts between franchisees of Premier and franchisees of ColorTyme regarding territory, customers, or franchisor support.

Other than the remaining ColorTyme operators, neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under a different trademark that sells or will sell goods or services similar to those you will offer, but we reserve the right to do so in the future.

Your Franchise Agreement does not contain any options, rights of first refusal, or similar rights to acquire additional franchises within your Protected Territory or contiguous territories.

The continuation of the Protected Territory is not dependent upon your achievement of a certain sales volume, market penetration, or other contingency. There are no contractual provisions that provide for the alteration of your Protected Territory.

Development Agreement. If you sign a Development Agreement, the Development Agreement will describe your Development Area. We determine Development Area boundaries by your development capabilities, population, political boundaries, and the number of Franchised Businesses desired. Each Franchise Agreement for a Franchised Business developed under the Development Agreement will have its own Protected Territory, as described above. The Protected Territory for each Franchised Business will be a smaller part of the Development Area.

You do not receive an exclusive territory under the Development Agreement. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. However, while the Development Agreement is in effect, we will not establish, or franchise others to establish, Franchised Business locations within the Development Area. We retain the same rights within the Development Area that are described above under the subheading “Franchise Agreement.”

If, during the term of your Development Agreement, a third party submits a written offer to us to execute a Franchise Agreement for a Franchised Business to be located within your Development Area, and the offer is submitted at least 180 days after you (or your affiliate) has signed a Franchise Agreement, then we will provide written notice to you of the offer. Within 20 days from your receipt of our written notice, you will have the right, but not the obligation, to sign the next Franchise Agreement required by your Development Schedule containing, at your option, the terms required by your Development Agreement or the terms offered by the third party. If you sign a new Franchise Agreement, then we will not accept the third party’s offer and also will not accept a future offer from a third party for at least 180 days from the date of our written notice to you of the prior offer. If you do not sign a new Franchise Agreement within 20 days from receipt of our written notice, then we will have the right to enter into a Franchise Agreement with the third party for a Franchised Business in the Development Area referenced in our original written notice to you, in which event a) your obligations under the Development Schedule will be reduced by one Franchised Business by revising the Development Schedule to eliminate your obligation to develop the last then-listed Franchised Business on the Development Schedule; and b) the franchise fee for your next Franchise Agreement will be further reduced by the amount that it otherwise would have been reduced if you had signed a Franchise Agreement for the next Franchised Business to have been developed under the Development Schedule.

The continuation of your territorial rights in the Development Area is subject to your fulfillment of your development obligations under the Development Agreement. If you default in these obligations, we may, at our option, terminate the Development Agreement.

ITEM 13 – TRADEMARKS

The Franchise Agreement grants you the non-exclusive right to use the Proprietary Marks that we designate during the term of the franchise.

Our affiliate, The Premier Companies, Inc., owns the following trademark registrations on the Principal Register of the United States Patent and Trademark Office ("USPTO"):

Mark	Registration Number	Registration Date
PREMIER RENTAL-PURCHASE & Design (White)	3210327	February 20, 2007
PREMIER HOME FURNISHINGS & Design	3565059	January 20, 2009
WHEELWORKZ	4603913	September 16, 2014
THE PREMIER COMPANIES	6473074	August 31, 2021
PREMIER HOME FURNISHINGS (Blue)	6474258	September 7, 2021
PREMIER RENTAL-PURCHASE (Blue)	6474259	September 7, 2021

Our affiliate has filed or intends to file an affidavit of use and an affidavit of incontestability, when due, for each of the marks listed above.

Our trademark license with The Premier Companies, Inc. grants us the right and license for an indefinite term to use the Proprietary Marks and to license others to use the Proprietary Marks as our franchisee. The license agreement may be terminated by either party without cause on 3 months prior notice, and with cause if the other party (i) commits a material breach which remains uncured for 30 days, or commits repeated breaches; or (ii) commits an act of insolvency. The licensor also may terminate the license if we attempt to transfer any part of the license without its consent. If the license agreement is terminated, the licensor will assume all of our rights and obligations concerning the Proprietary Marks (but no others without its consent) under your Franchise Agreement. The Premier Companies, Inc. has also granted a third-party the non-exclusive limited license to use the "WHEELWORKZ" trademark to identify a tire and vehicle wheel retail and service center in Memphis, Tennessee. Except for these license agreements, there are no agreements currently in effect which limit our right to use or license the use of the Proprietary Marks.

There are no currently effective determinations of the USPTO, the Trademark Trial and Appeal Board, the Trademark administrator of this state, or any court regarding our principal marks. There is no pending infringement, opposition, or cancellation proceeding or pending material litigation involving the Proprietary Marks.

We do not know of any infringing uses that could materially affect your use of the Proprietary Marks. Others may have acquired or attempted to acquire rights in or to colorable variations or copies of our Proprietary Marks, and we have not and do not represent, warrant, or covenant that we have the sole or exclusive right to use any of our Proprietary Marks, or that your use of any of our Proprietary Marks will not violate the rights of any other person. However, since the name "Premier" is not uncommon, it is possible that we may not be aware of all businesses which utilize the name. You should check your own local area for possible similar names. Depending on a variety of legal and factual considerations, any such current users may be able to continue to use the name Premier in their marketing area or, perhaps, prevent you from using the Premier name.

You must promptly notify us of any suspected unauthorized use of or any challenge to the validity or ownership of the Proprietary Marks, or of our right to use and to license others to use, or your right to use the Proprietary Marks. We have the right to direct and control any administrative proceeding or litigation or other adjudicative proceeding involving the Proprietary Marks, including any settlement. We also have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. We will defend you against any third-party claim, suit, or demand arising out of your use of our Proprietary Marks. If we, in our sole discretion, determine that you have used the Proprietary Marks in accordance with the Franchise Agreement, we will pay the defense costs, including the cost of any judgment or settlement. If we, in our sole discretion, determine that you have not used the Proprietary Marks in accordance with the Franchise Agreement, you must pay the defense costs, including the cost of any judgment or settlement. If there is any litigation relating to your use of the Proprietary Marks, you must execute any and all documents and do such acts as may be necessary to carry out the defense or prosecution, such as becoming a nominal party to any legal action. Except to the extent that litigation is the result of your use of the Proprietary Marks in a manner inconsistent with the terms of the Franchise Agreement, we will reimburse you for your out-of-pocket litigation costs.

We reserve the right to change, revise, or substitute different proprietary marks for use in identifying the System, the Franchised Business, and products and services sold or offered for sale through the Franchised Business, if the Proprietary Marks no longer can be used, or if we, in our sole discretion, determine that substitution of different proprietary marks will be beneficial to the System. We will not compensate you for any substitution except that we will reimburse you for your costs of modifying your signs and marketing materials to conform to our new Proprietary Marks. You must promptly implement any requested substitution.

The Development Agreement does not give you any right to use our Proprietary Marks. You receive the right to use our Proprietary Marks only when you sign Franchise Agreements for specific locations within the Development Area.

ITEM 14 – PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents and Copyrights

We do not own any patents or patent applications that are material to the Premier Rental-Purchase franchise.

We and our affiliates claim copyright protection for certain materials, which may include, but are not limited to, the Manuals, our training materials, signs, Store designs, website, and marketing materials, and Premier Pride's HR materials. We also claim proprietary rights in our branded smartphone applications for customers and in our internal smartphone applications for vendor management. We and our affiliates have not registered the copyrights in any of these works, but we may do so at any time. You can use these works only for the purpose of establishing and operating your Franchised Business.

Confidential Information

You must not, during or after the term of the Franchise Agreement or Development Agreement, communicate, divulge, or use for the benefit of anyone else any confidential information, knowledge, or know-how concerning the System, the methods of operation of our business or the Franchised Business which may be communicated to you, or of which you may be apprised, by virtue of your association with us. You may divulge confidential information only to those employees who must have access to it in order to perform their employment responsibilities. Any and all matters, information, knowledge, know-how, and techniques which we and our affiliates designate as confidential will be deemed confidential, unless and until you demonstrate that the information has become public knowledge.

You must treat the Manuals and all information contained in them as confidential and use all reasonable efforts to keep the information secret. You must not, without our prior written consent, copy, duplicate, record, or otherwise reproduce the Manuals, in whole or in part, or otherwise make any portion available to any unauthorized person.

Any of your employees or owners who may have access to any of our confidential information must sign our then-current form of Individual's Covenant concerning confidentiality. This Covenant will obligate them to maintain the confidentiality of information they receive in connection with their association with you. The Covenant also will name us as a third-party beneficiary of such covenants with the independent right to enforce them. Our current form of Covenant is attached as Attachment C to the Franchise Agreement and the Development Agreement.

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

The Franchised Business must be under the day-to-day supervision of an individual approved by Premier who has an ownership interest of at least 5% of the Franchised Business (the "Operating Owner"). Premier has the right to rely on any statement, agreement, or representation made by the Operating Owner. If the Operating Owner leaves your organization, you must obtain our approval of a replacement within 60 days, or you will be in material default of the Franchise Agreement. The Operating Owner must successfully complete our initial training program and certain subsequent training programs as described in this disclosure document. If the Operating

Owner cannot attend, then another individual with an ownership interest of at least 5% must attend in place of the Operating Owner.

We require all individuals who may have access to our confidential information to sign confidentiality agreements, as described in Item 14. We also require designated individuals to sign a non-competition agreement, as described in Item 17.

Other than a non-owner Store manager, you need not obtain our approval before hiring persons designated for positions of employment. You have sole responsibility for all employment decisions, functions, and liabilities relating to your Franchised Business.

If the franchisee is a corporation, partnership, or limited liability company, each shareholder, partner, or member must sign a non-competition agreement as well as a personal Guarantee of the performance and payment of the franchisee's obligations to Premier. The spouse of each individual owner must also sign a personal Guarantee. The form of Guarantee is Attachment D to the Franchise Agreement.

ITEM 16 – RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must operate your Franchised Business in strict conformity with the methods, standards, and specifications we prescribe in the Manuals or otherwise in writing. You must not deviate from our standards, specifications, and procedures without our prior written consent, or otherwise operate in any manner which reflects adversely on our Proprietary Marks or System.

You may offer customers only those products and services that we have expressly approved for Franchised Businesses. You must offer all products and services we designate as required items. You must refrain from renting, selling, or offering any products or services that have not been approved by us, and discontinue renting, selling and offering any products or services we disapprove in writing at any time. For a description of the sourcing of the products and services that you may offer to customers, see Item 8 of this disclosure document.

You must maintain an inventory of approved products sufficient to meet the standards prescribed in the Manuals (or to meet reasonably anticipated demand, if we have not prescribed specific standards). We have the right to modify the inventory mix from time to time.

You may offer only the types of transactions that we have expressly approved, which as of the date of this disclosure document consist of rent-to-own, lease-to-own, and retail installment contracts where financing is offered by the franchisee or by a third party through at the franchised location.

As noted in Item 1, the rental-purchase business is subject to specific regulation in most states. It is your responsibility to ensure that your business activities, including but not limited to the forms of customer agreements used by the Franchised Business, comply with all such laws and regulations. The laws applicable to rental purchase agreements vary significantly from state to state and we do not warrant or represent that any form agreements or other materials from Premier or other suppliers conform to the laws of the state(s) in which you operate the Franchised Business. At least once every 5 years, and within 6 months after you adopt any new pre-printed forms, agreements, or standard pricing disclosures or marketing disclosures, whether obtained from us or another source, you must provide us with an opinion of counsel confirming that your forms, agreements, pricing disclosures, and marketing disclosures comply with applicable laws

and regulations where the Store operates. If the Franchised Business is part of a Franchisee Group, as defined in Item 6, you may provide an opinion of counsel for another Franchised Business that is operated under the same Franchisee Group and uses the same forms, agreements and standard disclosures, so long as the opinion is not more than 5 years old at the time submitted to us. In addition to the opinion of counsel, you must furnish copies of your forms of customer agreements prior to their use with customers. You may not use, or must discontinue further use of, any form of customer agreement upon receipt of written notice from us.

Our receipt of any form, agreement, or other materials used or proposed for use, or our acquiescence in or failure to object to your use of any such materials, will not be deemed to constitute an approval of the materials, or a determination by Premier that the materials are in compliance with requirements of applicable law. Similarly, you may not rely on our approval of marketing materials as a representation or guarantee that your marketing disclosures satisfy legal requirements. Our evaluation of marketing materials relates only to presentation of our brand and does not include compliance with applicable laws in your state. You may not use, and must discontinue further use of, any forms or materials upon receipt of written notice from us to do so.

The Franchised Business premises may not be used for any activity other than as a business operating under our System and using our Proprietary Marks. The Franchised Business must remain open and in normal operation for the minimum hours and days we specify in the Manuals or otherwise in writing.

ITEM 17 – RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

The following two tables list certain important provisions of the Franchise and other 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	§2.1	5 years.
b.	Renewal or extension of the term	§§2.2, 2.3	Two renewal terms of 5 years each, subject to certain contractual pre-requisites described in c. below. However, we are not obligated to renew if we have determined in good faith to cease offering new and renewal franchises in the state where the Approved Location is located. In that case we will (i) notify you within 15 days after receiving your renewal notice; (ii) not grant any new or renewal franchises in the state of the Approved Location through the expiration date of the initial term; and (iii) waive your post-term non-competition obligations.

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
c.	Requirements for you to renew or extend	§2.2	You must give us prior written notice, remodel the Franchised Business, satisfy monetary obligations to us and our affiliates, be in compliance with expiring Franchise Agreement, sign a new Franchise Agreement for the renewal term, verify ongoing lease rights, and sign a general release. The new Franchise Agreement will likely contain materially different terms and conditions than the original contract. You will also sign the Renewal Addendum (Exhibit Q).
d.	Termination by you	Not applicable	No Franchise Agreement provision, but you can terminate on any grounds permitted by law.
e.	Termination by us without cause	Not applicable	Not applicable
f.	Termination by us with cause	§13	See g. and h. below.
g.	"Cause" defined – curable defaults	§13.2	You have 30 days to cure any default other than those described in Franchise Agreement Sections 13.1 and 13.4 (see h. below).
h.	"Cause" defined – non-curable defaults	§§6.8, 13.1, 13.4	Non-curable defaults include failing to open the Store by the deadline; abandonment of business; felony conviction or commission of proscribed conduct; unapproved transfer; bankruptcy or insolvency; breach of confidentiality and non-compete covenants; making misrepresentations to Premier; repeated defaults; underreporting revenues or amounts due; maintaining false books or records; conducting business in an unlawful manner; failure to maintain proper insurance coverage; failure to successfully complete initial training; termination of another Franchise Agreement, Development Agreement, or other agreement with you or your affiliate because of your/their default; and others.
i.	Your obligations on termination or non-renewal	§14	Obligations include ceasing operation and, if we do not take over the location as described below, complete de-identification of the Store (including changing interior and exterior signs, window graphics, paint and carpet colors, payment and display counters, wall tiles, floor tiles, layout and configuration) and of any vehicles used in

			the business (including vehicle wraps, graphics, decals, and color schemes). You must cease use of any Proprietary Marks, trade dress, confidential information, and social media screen names and other electronic identifiers associated with the Store; assist with deactivation and removal of licensed software; pay amounts due including, for an early termination caused by your default, future licensing fees that would have been paid throughout the remainder of the term; return the Manual; and cancel fictitious name registrations. At our request, you must also assign all customer contracts and accounts to us, and we will have the right to collect payments received on the customer's account, to credit such payments to the customer's account, to report payments and other relevant information to consumer credit bureaus, to assist customers with managing their credit history, and to retain funds collected. You cannot retain or use any Customer Data, sell or transfer any Customer Data to any other person, or share Customer Data with any other person, including any person that is an affiliate or owner of Franchisee or a family member of an owner. At our request, you must assign the lease for the Store premises. You must provide a current copy of the lease for our review in determining whether to request assignment of the lease. You must also provide any landlord consent we request. We will have the right to further assign the lease, without recourse, to any affiliate or Premier franchisee. We also have the option to purchase any or all of the customer agreements, furnishings, equipment, signs, fixtures, or supplies related to the operation of the Store. Consistent with these option rights, you may not transfer, dispose of, or encumber any of the Store assets or any agreement affecting the occupancy of the Store during the period provided for our determination whether to exercise the options rights and to proceed to purchase. If you do not comply with the post-termination obligations, you must pay us liquidated damages of $250 per day for each day that you are in default. To prevent further injury, we may hire a third party or send our own personnel to de-identify the

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
			Store and/or carry out any other obligations on your behalf, and you must pay our expenses to perform any obligations that you have failed to perform.
j.	Assignment of contract by us	§12.1	No restriction on our right to transfer.
k.	"Transfer" by you – defined	§12.2	Includes transfer of an interest in the Franchise Agreement, the franchisee, or in substantially all of the assets of the Franchised Business.
l.	Our approval of transfer by you	§12.2	We have the right to approve all transfers.
m.	Conditions for our approval of transfer	§12.3	Conditions include being current on amounts due to Premier; not in default of any agreement with us or our affiliates; transferee meets Premier's standards to become a franchisee; you pay us the transfer fee; you assign all customer contracts to the transferee (or to us if transferee fails to assume them); you modernize and upgrade the Store assets as we deem necessary to meet our current standards, based on Store visits we will undertake ; you sell us exterior signage bearing our marks; you sign a general release of any claims against Premier; you remain liable for pre-transfer obligations to Premier; the transferee signs a new agreement or, at our option, assumes the current agreement (and owners sign a guarantee); the transferee completes training; and other conditions. We have the right to supply information to the proposed transferee that we have about your Franchised Business, as well as to review and correct the information you supply.
n.	Our right of first refusal to acquire your business	§12.4	We can match any offer.
o.	Our option to purchase your business	§14.1	Within 30 days after termination or expiration, we can assume your lease and purchase the assets of the Store at book value.

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
p.	Your death or disability	§12.7	Agreement must be assigned to an approved transferee within 6 months or successors must qualify to operate franchise. Transfer fee will be reduced to $1,500 for your heir or personal representative.
q.	Non-competition covenants during the term of the franchise	§15.2 and 15.4	You are prohibited from any involvement with or diverting business to a Competing Business, defined as a business which offers consumer goods on a rent-to-own or lease-to-own basis or on retail installment contracts where financing is offered by the seller at the location. You are also prohibited during the term from any involvement with any business which is the same as or similar to a business operated, licensed, or franchised by any Affiliate of Premier. “Affiliate” means any person or legal entity that directly or indirectly controls, is controlled by, or is under common control with Premier.
r.	Non-competition covenants after the franchise is terminated or expires	§15.3	Two-year prohibition on various forms of involvement with a Competing Business (defined in q. above) located at the Approved Location, within the DMA in which the Store was located, or within the DMA in which any other Store or Premier-owned business is located. “DMA” means a Designated Market Area, as defined by Nielsen Media Research.
s.	Modification of the agreement	§3.4 and 19.1	No modifications except when agreed to in writing. We may unilaterally change our Manual.
t.	Integration/ merger clause	§19	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. Notwithstanding the foregoing, nothing in the Franchise Agreement or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.
u.	Dispute resolution by arbitration or mediation	§20	You must mediate most disputes before beginning any litigation (subject to state law).

	PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
v.	Choice of forum	§20.1 and 20.3	Where we have our principal place of business when the proceeding commences – currently, Williamsburg, Virginia (subject to state law).
w.	Choice of law	§20.4	Virginia law applies (subject to state law).

Development Agreement

	PROVISION	SECTION IN DEVELOPMENT AGREEMENT	SUMMARY
a.	Length of the franchise term	§4.1 and Attachment A	Date set in the Development Schedule as the date on which the final Franchised Business must be opened.
b.	Renewal or extension of the term	Not applicable	Not applicable
c.	Requirements for you to renew or extend	Not applicable	Not applicable
d.	Termination by you	Not applicable	No Development Agreement provision, but you can terminate on any grounds permitted by law.
e.	Termination by us without cause	Not applicable	Not applicable
f.	Termination by us with cause	§7	We may terminate the Development Agreement for cause. In certain circumstances, you will be given time to cure the default consulting cause; in other circumstances, we may terminate the Development Agreement immediately without giving you an opportunity to cure.
g.	"Cause" defined – curable defaults	§7.2	All other defaults not specified in §7.1 of the Development Agreement.
h.	"Cause" defined – non-curable defaults	§7.1	Bankruptcy; non-compliance with Development Schedule; termination of a Franchise Agreement executed pursuant to the Development Agreement (or of any other agreement with us or our affiliates) due to your breach or default; non-approved transfer; felony conviction or commission of proscribed conduct;

	PROVISION	SECTION IN DEVELOPMENT AGREEMENT	SUMMARY
			breach of confidentiality and non-compete covenants; material pre-sale or post-sale misrepresentations; repeated defaults; and others; see §§7.1 – 7.10.
i.	Your obligations on termination/non-renewal	§8	You may not establish or operate any Franchised Business for which you have not executed a Franchise Agreement; resell existing Franchised Businesses to us at our request; return materials; and others.
j.	Assignment of contract by us	§6.1	There are no limits on our assignment rights.
k.	"Transfer" by you – defined	§6.2	Assignment of all or any part of your rights and/or obligations under the Development Agreement.
l.	Our approval of transfer by you	§6.2	We have the right to approve transfers.
m.	Conditions for our approval of transfer	§6.2	Transfers require our written approval, which we can deny with or without cause in our sole discretion.
n.	Our right of first refusal to acquire your business	Not applicable	Not applicable
o.	Our option to purchase your business	§8.3	We can purchase your interest in any or all Franchised Businesses and terminate all of your existing Franchise Agreements if the Development Agreement is terminated because of a default by you.
p.	Your death or disability	Not applicable	Not applicable
q.	Non-competition covenants during the term of the Development Agreement	§5.2	You are prohibited from any involvement with or diverting business to a Competing Business, defined as a business which offers consumer goods on a rent-to-own or lease-to-own basis or on retail installment contracts where financing is offered by the seller at the location. You are also prohibited during the term from any involvement with any business which is the same as or similar to a business operated, licensed, or franchised by any affiliate of Premier.

	PROVISION	SECTION IN DEVELOPMENT AGREEMENT	SUMMARY
R.	Non-competition covenants after the Development Agreement is terminated or expires	§5.3	One-year prohibition on various forms of involvement with a Competing Business (defined in q. above) located within the Development Area or within the DMA in which any other Store or Premier-owned business is located. “DMA” means a Designated Market Area, as defined by Nielsen Media Research.
S.	Modification of the agreement	§11.1	Must be in writing executed by both parties.
t.	Integration/ merger clause	§11.1	Only the terms of the Development Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Development Agreement may not be enforceable. Notwithstanding the foregoing, nothing in the Development Agreement or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.
u.	Dispute resolution by arbitration or mediation	§14	Except for claims described in Sections 14.1 and 14.4, all claims must be mediated before beginning any litigation (subject to state law).
v.	Choice of forum	§12.1 and 12.3	Where we have our principal place of business when mediation or litigation is commenced; currently, Williamsburg, Virginia (subject to state law).
w.	Choice of law	§12.4	Virginia law applies (subject to state law).

ITEM 18 – PUBLIC FIGURES

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

ITEM 19 – FINANCIAL PERFORMANCE REPRESENTATIONS

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

In this Item, we provide historical information on the performance of Franchised Businesses for fiscal year 2025. On June 30, 2025, we had 49 franchised stores which had been open and operating throughout the fiscal year. The Tables below provide information about revenues and selected operating expenses of 34 Franchised Businesses. The Tables exclude 15 Franchised Businesses that did not provide information about revenues and operating expenses for the fiscal year or were not open for the full fiscal year 2025.

Other than the length of time the outlets have operated, the franchises reported in the table do not differ materially from the franchisees offered by this disclosure document. The figures in the table are based on the data reported to us by the franchisees via the required QuickBooks accounting system and Qvinci financial reporting system (see Item 11).

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2025 Average Gross Sales of Franchised Locations, by Quartile

	Top Quartile		2nd Quartile		3rd Quartile		4th Quartile		ALL	
Rental Revenue (1)	$1,290,966.62	69.61%	$966,527.01	75.82%	$569,529.98	67.59%	$446,927.10	75.79%	$825,924.96	71.65%
Other Revenue (2)	$563,546.50	30.39%	$308,265.73	24.18%	$273,068.13	32.41%	$142,759.80	24.21%	$326,857.21	28.35%
Gross Sales (3)	**$1,854,513.12**	100.00%	**$1,274,792.74**	100.00%	**$842,598.11**	100.00%	**$589,686.91**	100.00%	**$1,152,782.17**	100.00%
Number of Locations in Group	8		9		9		8		34	
Number and % Above Average	5, 63%		5, 56%		4, 44%		4, 50%		15, 44%	
Lowest Gross Sales in Group	$1,404,374		$933,485		$671,043		$312,160		$312,160	
Highest Gross Sales in Group	$2,036,390		$1,314,483		$923,099		$643,997		$2,036,390	
Average for Group	$1,854,513		$1,274,793		$842,598		$589,687		$1,152,782	
Median for Group	$1,670,607		$1,183,153		$766,651		$595,810		$797,071	

(1) “Rental Revenue” includes all rental payments received by franchisees under contractual agreements with customers.

(2) “Other Revenue” includes ancillary revenues such as delivery fees, late fees, processing fees, waiver fees, club fees, and other income received, revenue from early buyouts of rental agreements, and retail sales.

(3) “Gross Sales” is the sum of Rental Revenue plus Other Revenue. “Gross Sales” is the same as “Gross Rental Payments and Sales” as used in the Franchise Agreement. “Gross Rental Payments and Sales” means the total of all monies and receipts received by Franchisee from the rental or sale of all goods and services, and all income of every kind and nature

related to the Store, including without limitation the amount of all sales and rental transactions, delivery receipts, service income and any other receipts that Premier designates from time to time, whether evidenced by cash, credit, check, script or other property or services. Gross Rental Payments and Sales does not include (i) promotional allowances or rebates paid to Franchisee in connection with its purchase of products or supplies; and (ii) any sales, use, merchants' or other taxes measured on the basis of the Gross Rental Payments and Sales of the Store imposed by governmental authorities directly on sales or use and collected from customers, provided that the taxes are added to the selling price of Franchisee's goods and services and are in fact paid by Franchisee to the appropriate governmental authorities.

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2025 Average Expenses and Earnings Contribution of Franchised Locations, by Quartile

	Top Quartile		2nd Quartile		3rd Quartile		4th Quartile		ALL	
Gross Sales	$1,854,513	100.00%	$1,274,793	100.00%	$842,598	100.00%	$589,687	100.00%	$1,152,782	100.00%
Total Cost of Goods (1)	$463,723	25.01%	$347,433	27.25%	$276,475	32.81%	$178,497	30.27%	$316,263	27.43%
Gross Profit (2)	$1,390,790	74.99%	$927,359	72.75%	$566,123	67.19%	$411,190	69.73%	$836,519	72.57%
Expenses										
Personnel (3)	$402,554	21.71%	$300,220	23.55%	$180,746	21.45%	$158,255	26.84%	$259,270	22.49%
Occupancy (4)	$110,164	5.94%	$95,600	7.50%	$83,457	9.90%	$62,851	10.66%	$88,107	7.64%
Marketing (5)	$51,815	2.79%	$41,596	3.26%	$21,336	2.53%	$19,358	3.28%	$32,386	2.81%
Delivery/Vehicle (6)	$37,270	2.01%	$29,474	2.31%	$33,388	3.96%	$21,929	3.72%	$30,569	2.65%
G&A (7)	$80,165	4.32%	$54,443	4.27%	$34,371	4.08%	$38,756	6.57%	$51,491	4.47%
IT Fee (8)	$3,000	0.16%	$3,000	0.24%	$3,000	0.36%	$3,000	0.51%	$3,000	0.26%
Total Expenses	$684,968	36.94%	$524,333	41.13%	$356,298	42.29%	$304,149	51.58%	$464,823	40.32%
Earnings Contribution (9)	$705,822	38.06%	$403,026	31.62%	$209,825	24.90%	$107,041	18.15%	$371,697	32.24%

(1) "Total Cost of Goods" means cost of goods including non-cash costs of rental property depreciation and costs of retail sales, early pay offs, and charge offs.

(2) "Gross Profit" is Gross Sales minus Cost of Goods.

(3) "Personnel" includes salaries, payroll taxes, insurance, worker's comp, and retirement contributions.

(4) "Occupancy" includes rent, repairs and facility maintenance, security, and taxes.

(5) “Marketing” includes advertising campaigns undertaken by franchisees and joint marketing efforts administered by the franchisor.

(6) “Delivery/Vehicle” includes auto lease, fuel and oil, insurance, and repairs and maintenance.

(7) “General and Administrative” includes bank service charges, cable expense, cash over short, consulting fee, credit card service charge, Corp Life insurance, licenses and permits, meals and entertainment, office supplies, other supplies, parts, seminars and meetings, telephone, and travel and lodging.

(8) “IT Fee” includes charges for hardware, software, networking and support charged by location. The typical IT fee is $250 per store per month

(9) “Earnings Contribution” means Gross Profit minus Total Expenses.

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2025 Cash Flow Summary of Franchised Locations, by Quartile

	Top Quartile		**2nd Quartile**		**3rd Quartile**		**4th Quartile**		**ALL**	
Earnings Contribution	$705,822	38.06%	$403,026	31.62%	$209,825	24.90%	$107,041	18.15%	$371,697	32.24%
Total Cost of Goods (1)	$463,723	25.01%	$347,433	27.25%	$276,475	32.81%	$178,497	30.27%	$316,263	27.43%
Operating Cash Flow (2)	$242,100	13.05%	$55,592	4.36%	-$66,650	-7.91%	-$71,455	-12.12%	$55,434	4.81%
Inventory Purchases (3)	$655,448	35.34%	$415,465	32.59%	$272,461	32.34%	$171,518	29.09%	$376,678	32.68%
Inventory Change (4)	$27,235	1.47%	-$21,828	-1.71%	-$12,274	-1.46%	-$13,017	-2.21%	-$5,681	-0.49%
Free Cash Flow (5)	$486,862	26.25%	$356,822	27.99%	$226,113	26.84%	$127,037	21.54%	$316,963	27.50%
Number of Locations in Sample	8		9		9		8		34	

(1) "Total Cost of Goods" means cost of goods including non-cash costs of rental property depreciation and costs of retail sales, early pay offs, and charge offs.

(2) "Operating Cash Flow" means Earnings Contribution plus non-cash cost of sales expenses.

(3) "Inventory Purchases" includes total cost of inventory received from July 1, 2024 to June 30, 2025.

(4) "Inventory Change" is the total growth of inventory from July 1, 2024 to June 30, 2025 included in "Inventory Purchases."

(5) "Free Cash Flow" means Operating Cash Flow minus Inventory Purchases.

2025 Cash Flow on Investment, by Quartile (1)

	Top Quartile	2nd Quartile	3rd Quartile	4th Quartile	ALL
Min (2)	25.43%	21.91%	21.04%	18.63%	18.63%
Max (3)	27.07%	23.39%	21.84%	20.87%	27.07%
Median for Quartile	26.77%	22.71%	21.26%	20.21%	21.88%
Average for Quartile	26.40%	22.69%	21.33%	19.78%	22.55%

(1) Cash Flow on Investment (CFOI) is the ratio of rental income to the cost of the merchandise on rent.

(2) Min – is the store with the lowest CFOI for the quartile.

(3) Max – is the store with the highest CFOI for the quartile.

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The financial performance representations appearing in this Item 19 are historic representations based on data provided by franchisees.

Some outlets have sold this amount. Your individual results may differ. There is no assurance that you will sell as much.

Written substantiation for these financial performance representations will be made available to prospective franchisees upon reasonable request.

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 Mr. Trooper Earle, our President, at 925 Capital Landing Rd., Suite B, Williamsburg, VA 23185, tel. 800-277-3643, the Federal Trade Commission, and the appropriate state regulatory agencies.

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ITEM 20 – OUTLETS AND FRANCHISEE INFORMATION

The Tables below are based on our fiscal year, which runs from July 1 to June 30. Our 2023 fiscal year ended on June 30, 2023; our 2024 fiscal year ended on June 30, 2024; and our 2025 fiscal year ended on June 30, 2025.

Table 1
System-wide Outlet Summary
For fiscal years 2023-2025 (Note 1)

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	42	42	0
	2024	42	42	0
	2025	42	49	+7
Company-Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Outlets	2023	42	42	0
	2024	42	42	0
	2025	42	49	+7

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For fiscal years 2023-2025 (Note 1)

State (Note 2)	Year	Number of Transfers
Illinois	2023	0
	2024	0
	2025	1
New York	2023	1
	2024	0
	2025	1
Virginia	2023	0
	2024	0
	2025	1
Totals	**2023**	**1**
	2024	**0**
	2025	**3**

Table 3
Status of Franchised Outlets
For fiscal years 2023-2025 (Note 1)

State	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Connecticut	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Florida	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Georgia	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	1	0	0	1
Illinois	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Indiana	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	1	0	0	0	0	6
Iowa	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Michigan	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Nebraska	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
New Hampshire	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	1	0	0	0	0	2
New York	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3

State	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Ohio	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	4	0	0	0	0	6
Pennsylvania	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
	2025	7	0	1	0	0	1	5
Rhode Island	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	3	0	0	0	0	3
Texas	2023	7	0	0	0	0	0	7*
	2024	7	0	0	0	0	0	7
	2025	7	0	0	0	0	0	7
Virginia	2023	3	0	0	0	0	1	2
	2024	2	0	0	0	0	0	2
	2025	2	1	0	0	0	0	3
West Virginia	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Totals	2023	**42**	**1**	**0**	**0**	**0**	**1**	**42**
	2024	**42**	**0**	**0**	**0**	**0**	**0**	**42**
	2025	**42**	**10**	**0**	**0**	**0**	**3**	**49**

*On May 18, 2022, our affiliate, Texas RTO Investments, Inc. acquired five of the franchised stores in Texas.

Table 4
Status of Company-Owned Outlets
For fiscal years 2023-2025 (Note 1)

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
All States	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Totals	**2023**	**0**	**0**	**0**	**0**	**0**	**0**
	2024	**0**	**0**	**0**	**0**	**0**	**0**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
	2025	**0**	**0**	**0**	**0**	**0**	**0**

Table 5
Projected Openings as of June 30, 2025

State	Franchise Agreement Signed but Outlet Not Open as of June 30, 2025	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
All states	0	0	0
Total	**0**	**0**	**0**

Exhibit H-1 lists the name, address, and telephone number of our franchisees as of June 30, 2025.

Exhibit H-2 lists the name and last known business address of every franchisee who transferred an outlet, had an agreement terminated, cancelled, or not renewed during our last fiscal year, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during our fiscal year ending June 30, 2025. There are no franchisees who have 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 franchisees have signed a confidentiality clause in a franchise agreement, settlement or other contract within the last three years that would restrict their ability to speak openly about their experience with Premier Rental-Purchase.

Other than the OAC described in Item 11, we have not created or sponsored any trademark-specific franchisee organizations associated with the franchise system. No independent franchisee organizations have asked to be included in this disclosure document.

ITEM 21 – FINANCIAL STATEMENTS

Exhibit I contains the following financial statements:

1. The audited financial statements of Premier Rental Purchase, Inc. for the fiscal years ending June 30, 2025, June 30, 2024, and June 30, 2023.

2. Our interim unaudited financial statements as of and for the period ending October 31, 2025.

Our fiscal year ends on June 30.

ITEM 22 – CONTRACTS

The following contracts are attached to this disclosure document:

Franchise Agreement	Exhibit A
Home Furnishings Addendum	Exhibit B
Conversion Addendum	Exhibit C
Reservation Agreement	Exhibit D
Development Agreement	Exhibit E
Software License	Exhibit G
State-Specific Amendments	Exhibit K
Compliance Certification	Exhibit L
General Release	Exhibit M
Wells Fargo Inventory Financing Agreement	Exhibit N
Wells Fargo Guaranty	Exhibit O
Merchandise Purchase and Security Agreement	Exhibit P
Renewal Addendum	Exhibit Q
Premier WheelWorkz Addendum	Exhibit R

ITEM 23 – RECEIPTS

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

EXHIBIT A

FRANCHISE AGREEMENT

PREMIER
RENTAL-PURCHASE®

Franchise Agreement

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PREMIER RENTAL-PURCHASE
FRANCHISE AGREEMENT

THIS AGREEMENT is entered into on _____, 20___ ("**Effective Date**") by and between Premier Rental Purchase, Inc., a Virginia corporation ("**Premier**"), and _____, a _____ ("**Franchisee**").

BACKGROUND:

A. Premier has developed a system relating to the establishment and operation of businesses which offer consumer goods on a rent-to-own or lease-to-own basis or on retail installment contracts where financing is offered either by the franchisee or by a third party through the franchised location ("**System**").

B. The System is identified by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin including, but not limited to, the mark "PREMIER", and such other trade names, service marks, trademarks, and trade dress as are now designated and may hereafter be designated by Premier in writing for use in connection with the System ("**Proprietary Marks**").

C. Franchisee desires to enter into the business of operating a business under the System and using the Proprietary Marks ("**Store**"). A "Store" does not encompass any other business concept with which Premier or an affiliate of Premier may be engaged, unless specifically stated.

D. Premier is associated with other companies which share the same or similar trademarks, have some common personnel and marketing strategies, and/or offer products and/or services that complement the Store's business ("**Premier Companies**").

The parties agree as follows:

1. **GRANT**

1.1 Grant

Subject to the terms and conditions contained herein, Premier hereby grants to Franchisee the right, and Franchisee undertakes the obligation, to use the System and Proprietary Marks solely in connection with the operation of a Store (the "**Franchised Business**").

1.2 Location of Store

The Store must be located at a site selected by Franchisee and approved by Premier ("**Approved Location**"). The address of the Approved Location, if it has been approved as of the Effective Date, is shown in Attachment A to this Agreement. If, on the Effective Date, a location for the Store has not been approved by Premier, Premier will assist Franchisee in securing the Approved Location in the manner set forth in Section 3.2 below. Once an Approved Location is secured, Premier will confirm the address by written notice to Franchisee. Franchisee may not relocate the Store without the prior written approval of Premier. Premier's acceptance of a location as the Approved Location will not be deemed to be a guarantee or assurance by Premier that the Store will be profitable or successful.

1.3 Protected Territory

Premier will not establish, operate, or franchise any entity to establish or operate, a Store at any location within the geographic area defined in Attachment A ("**Protected Territory**").

1.4 Exclusions from Territorial Protection

Except as provided in Section 1.3, the franchise is non-exclusive. Premier and its Affiliates (as defined in Section 21.9) retain the right, among others, in any manner and on any terms and conditions that they deem advisable, and regardless of the proximity to, or financial impact on, the Store established pursuant to this Agreement:

1.4.1 to own, acquire, establish and/or operate, and license others to establish and operate, Stores outside the Protected Territory;

1.4.2 to own, acquire, establish and/or operate, and license others to establish and operate, any businesses other than a Store at any location within or outside the Protected Territory under other proprietary marks or other systems, and regardless of whether such businesses are the same, similar, or different from the Store or may compete with the Store; and

1.4.3 to sell or distribute, at retail or wholesale, directly or indirectly, or license others to sell or distribute, any services or products which bear any proprietary marks, including the Proprietary Marks, whether within or outside the Protected Territory, and through any other distribution channel or venue.

1.5 No Customer Exclusivity

All Stores (regardless of ownership) may solicit, sell, and/or deliver products to customers without regard to the customers' geographic location, and including customers located in a Protected Territory of any franchisee, including Franchisee.

1.6 Modifications to System

Premier has the right at any time to modify the System (such as, but not limited to, by adding, deleting, and changing approved products or services, marketing themes, operating procedures, technology requirements, equipment, signs, décor, materials, and supplies). Franchisee agrees to comply, at its expense, with all such modifications, including, without limitation, any associated remodeling, redecoration, and structural changes. Franchisee must implement any modifications upon receipt of notice thereof from Premier, and must complete their implementation within such time as Premier may reasonably specify.

2. INITIAL AND RENEWAL TERMS

2.1 Initial Term

The initial term of this Agreement begins upon its acceptance and execution by Premier, and will expire five (5) years from the date on which the Store opens for business to the public ("**Opening Date**").

2.2 Renewal Term

Franchisee may, at its option, obtain two renewal terms of five years each. The first renewal term will be subject to the following pre-conditions:

2.2.1 Franchisee must give Premier written notice of Franchisee's desire to obtain a renewal term not more than nine months and not fewer than six months prior to the end of the initial term;

2.2.2 Premier will inspect the Store at least 90 days prior to the expiration of the initial term. Franchisee must, at Franchisee's expense, complete to Premier's satisfaction all maintenance, refurbishing, renovating and remodeling of the Store premises that is required to conform to System standards and presentation of Premier's Proprietary Marks and signs to Premier's then-current image, or as Premier reasonably requires, no later than 60 days prior to expiration, provided, however, that

Franchisee will not be obligated to expend more than $20,000 on refurbishing, renovating and remodeling expenses;

2.2.3 Franchisee must not be in default of any provision of this Agreement, or any other agreement between Franchisee and Premier or an Affiliate of Premier, or any standards set forth in the Manuals; and Franchisee must have complied with all the terms and conditions of this Agreement, the Manuals and any other agreements during the term hereof;

2.2.4 Franchisee must have satisfied all monetary obligations owed by Franchisee to Premier and its subsidiaries and Affiliates, both on the date it provides a notice of renewal to Premier pursuant to Section 2.2.1 as well as on the expiration date of the initial term, must be current on all other monetary obligations, and must have timely met these obligations throughout the term of this Agreement;

2.2.5 Franchisee must execute Premier's then-current form of Franchise Agreement and any addenda thereto, for the first renewal term. The terms of the then-current form of franchise agreement in use at the time of renewal may differ materially and be less advantageous to Franchisee than the terms of this Agreement; provided, however, that (i) Franchisee will not be required to pay any initial franchise fee; (ii) the Protected Territory will remain the same; (iii) the number of remaining renewal terms will be determined by this Agreement; and (iv) any prerequisites for obtaining the second renewal term will be set forth in the then-current form of franchise agreement, which agreement will incorporate (i) - (iii);

2.2.6 Franchisee must provide a complete, up-to-date copy of its lease for the Approved Location and must have the right to remain in the premises for the full renewal term or for a shorter period acceptable to Premier;

2.2.7 Franchisee must execute a general release, in a form prescribed by Premier, of any and all claims against Premier, its Affiliates, and their respective owners, officers, directors, agents, and employees. Premier will not grant a renewal term unless Franchisee provides the required general release; and

2.2.8 Franchisee must pay Premier a renewal fee equal to fifty percent (50%) of the initial franchise fee that Franchisee paid to Premier under Section 4.1 of this Agreement.

2.3 Premier's Right to Refuse to Renew

Premier will not be obligated to renew this Agreement if Premier has determined in good faith to cease offering new and renewal franchises within the state within which the Approved Location is located, but only if Premier (i) notifies Franchisee within 15 days after receipt of Franchisee's renewal notice of Premier's exercise of its non-renewal right pursuant to this Section 2.3; (ii) does not grant any new or renewal franchises within the state within which the Approved Location is located from the date of notice through the expiration date of the initial term of this Agreement; and (iii) waives Franchisee's post-term non-competition restrictions set forth in Section 15.3 of this Agreement.

3. DUTIES OF PREMIER

3.1 Store Plans

Premier will make available, at no charge to Franchisee, the current standard plans and specifications (not for construction) for a prototype or recently opened Store, including exterior and interior design and layout, fixtures, furnishings, and signs, as well as specifications for the supplies, and inventory necessary to establish and operate the Store.

3.2 Site Selection Assistance

If the Approved Location has not been determined as of the Effective Date, Premier will provide Franchisee with written site selection guidelines and offer such other assistance as Premier deems

reasonable and necessary including, at Franchisee's request and Premier's option, on-site visits to proposed locations being considered by Franchisee. Franchisee must reimburse Premier for all reasonable costs and expenses incurred by Premier in making any on-site visit, including without limitation the cost of travel, lodging and meals.

3.3 Pre-Opening Training

Premier will provide, at its national development center in Texas City, Texas (the "**Development Center**") or another location selected by Premier, a pre-opening training program for up to six (6) individuals associated with Franchisee. Premier will provide the pre-opening training without charge. Franchisee will be responsible for all expenses of its trainees, as provided in Section 6.2 below.

3.4 Ongoing Training

Premier will provide, at the Development Center or another location selected by Premier, additional training programs as necessary to enable Franchisee to satisfy the ongoing training obligations in Section 6.2 below. Premier may also make available optional training programs as Premier deems necessary and appropriate. Premier may charge a reasonable fee for optional training based on the duration and content of each program.

3.5 Manuals

Premier has created confidential materials and content relating to the establishment and operation of Franchised Businesses, in various formats, including manuals, handbooks, training materials, electronic files, video and audio recordings, and other media (collectively, the "**Manuals**"). The purpose of the Manuals is to protect the reputation and goodwill of Premier and the Proprietary Marks, to maintain uniform standards for the products, services and operations of Franchised Businesses, and to promote the goodwill of all Stores and the System. Premier will loan one copy of the Manuals to Franchisee or provide electronic access to the Manuals while this Agreement is in effect. Premier may, from time to time in its sole discretion, revise the Manuals, and Franchisee must promptly implement any required changes within such time as Premier may specify.

3.6 New Store Opening Supplies

Upon Premier's receipt of the initial franchise fee, Premier will provide Franchisee, at no charge, with the New Store Opening Supplies listed in Attachment B.

3.7 Ongoing Assistance

Premier will provide such initial and continuing advisory assistance to Franchisee at such times and through such activities as Premier deems advisable, such as through workshops at the Development Center, visits by Premier's representatives to the Franchisee's Store, the distribution of visual and/or audio material, an Intranet or other electronic forum, meetings or seminars, telephone communications, or other forms of communication.

3.8 Approved Supplier Lists

If Premier appoints approved suppliers, Premier will provide and periodically update a list of them. Subject to the availability of Premier's personnel, Premier will assist Franchisee in establishing relationships with approved suppliers.

3.9 Inspections and Evaluations

Premier will conduct, when and as frequently as it deems advisable and with or without prior notice to Franchisee, inspections of Franchisee's Store and evaluations of the Store's management and

operations, in order to assist Franchisee, verify that any previously required corrective actions are implemented, and maintain the System's standards of quality, cleanliness, appearance, and service.

3.10 Delegation of Obligations

Any duty or obligation imposed on Premier by this Agreement may be performed by any designee, employee, or agent of Premier, as Premier may direct.

4. FEES

4.1 Initial Franchise Fee

Franchisee must pay to Premier an initial franchise fee of Forty-Five Thousand Dollars ($45,000), subject to any reduction that Premier determines Franchisee to qualify for under a fee reduction program Premier has in effect. The initial franchise fee is payable at the time Franchisee executes this Agreement and is fully earned and non-refundable in consideration of administrative and other expenses incurred by Premier in entering into this Agreement, and for Premier's lost or deferred opportunity to enter into this Agreement with others.

4.2 Software License Fee

Upon execution of this Agreement, Franchisee must pay Premier a software license fee of Three Thousand Seven Hundred Dollars ($3,700) for the right to become an end-user of the software system licensed to Premier and its franchisees by a third party. If Franchisee has more than one location and Franchisee has not previously obtained the right to become an end-user of home office software licensed to Premier and its franchisees by the third party, Franchisee must also pay Premier a separate software license fee of Three Thousand Nine Hundred Ninety-Five Dollars ($3,995) for the right to become an end-user of home office software.

4.3 Licensing Fee

Franchisee agrees to pay Premier a monthly licensing fee ("**Licensing Fee**") equal to the greater of five percent (5%) of Franchisee's Gross Rental Payments and Sales or $2,500. The Licensing Fee will be due on or before the 15th day of each month based on Gross Rental Payments and Sales earned during the previous calendar month, and shall be paid by the method designated by Premier under Section 4.12. "**Gross Rental Payments and Sales**" means the total of all monies and receipts received by Franchisee from the rental or sale of all goods and services, and all income of every kind and nature related to the Store, including without limitation the amount of all sales and rental transactions, delivery receipts, service income and any other receipts that Premier designates from time to time, whether evidenced by cash, credit, check, script or other property or services. Gross Rental Payments and Sales does not include (i) promotional allowances or rebates paid to Franchisee in connection with its purchase of products or supplies; and (ii) any sales, use, merchants' or other taxes measured on the basis of the Gross Rental Payments and Sales of the Store imposed by governmental authorities directly on sales or use and collected from customers, provided that the taxes are added to the selling price of Franchisee's goods and services and are in fact paid by Franchisee to the appropriate governmental authorities. Cash refunded and credits given to customers, and receivables uncollectible from customers, may be deducted in computing Gross Rental Payments and Sales, but only to the extent the amounts of such cash, credits or receivables represent sums previously included in Gross Rental Payments and Sales on which a Licensing Fee was paid.

4.4 Marketing Expenditures and Contributions

Franchisee agrees to make expenditures and contributions for marketing and promotion as specified in Section 10 of this Agreement. Contributions to the System-wide Fund described in Section 10.2 must be made at the same time and manner as Licensing Fee payments.

4.5 Convention Fee

Franchisee agrees to pay Premier a non-refundable convention fee in the amount specified in the Manuals. The Convention Fee must be paid at the same time and in the same manner as the Licensing Fee. As of the date of this Agreement: (i) the monthly convention fee is $150; and (ii) the convention fee is charged per "Franchisee Group" for every three Stores operated by the Franchisee Group. "Franchisee Group" means two or more franchisee business entities whose shareholders or members consist of exactly the same individuals or whose majority shareholder or majority member is the same individual. Premier can increase the monthly convention fee on reasonable notice and/or change the way Premier defines "Franchisee Group" or the number of Stores that can be aggregated for purposes of the convention fee. Premier will credit two-thirds (2/3) of the convention fees paid by the Franchisee Group towards the basic lodging expenses of the qualified attendee(s) of the Franchisee Group (collectively, not per person) at the designated hotel for the Dealer Convention. "Qualified attendee" means: (a) an owner, manager, or other employee who actively works full time in the operation of the Franchised Business; or (b) a spouse who owns 5% or more of the Franchised Business. Premier will credit one-third (1/3) of the convention fees paid by the Franchisee Group towards the basic lodging expenses of the qualified attendee(s) of the Franchisee Group (collectively, not per person) at the designated hotel for the Midyear Dealer Retreat. To qualify for the credits, at least one qualified attendee for every three Stores in the Franchisee Group must register for the Dealer Convention and the Midyear Retreat 45 days in advance, stay at the approved meeting hotel, and attend the general meeting. If no qualified attendee from your Franchise Group has registered by the 45-day advance deadline, if your qualified attendee fails to stay at the approved meeting hotel, or if your qualified attendee fails to attend the general meeting, we will not refund your paid convention fees or credit any portion of them toward the basic lodging expenses of qualified attendees. We will instead use your paid convention fees towards general expenses related to the cost of the event and/or to offer scholarships for managers to attend the Convention or Midyear Retreat. In order to obtain uniformity of operation of the convention fee program, Franchisee agrees that all existing franchise agreements between the Franchisee Group and Premier are hereby amended to include the provisions of this Section 4.5 (if the existing franchise agreements do not already include these provisions) and, in the event of a conflict between an existing agreement and this Agreement with respect to the convention fee, Section 4.5 of this Agreement will control.

4.6 Information Technology Fee

Franchisee agrees to pay Premier a non-refundable technology fee (the "**Technology Fee**") in the amount specified by Premier, which will not exceed 1% of Franchisee's Gross Rental Payments and Sales earned during the previous calendar month. The Technology Fee must be paid at the same time and in the same manner as the Licensing Fee. The Technology Fee may be used by Premier to cover its expenses in developing and maintaining the technology platforms and information systems that support Premier's franchisees and the System. Franchisee's obligation to pay the Technology Fee is independent of and in addition to its obligations under Sections 9.1 and Section 9.2 of this Agreement.

4.7 Late Payments

Any payment not actually received by Premier as required will be deemed overdue, in which event Franchisee must pay Premier, in addition to the overdue amount, interest on such amount from the date it was due until paid, at 18% per annum or the maximum rate permitted by law in the state where the Store is located, whichever is less, calculated on a daily basis. In addition, Premier will be entitled to withhold any refunds due under Section 4.5 or Section 6.7 of this Agreement. These remedies are in addition to any other remedies Premier may have.

4.8 Payment of Taxes

Franchisee must pay to Premier or its Affiliates within 15 days of any written request by Premier which is accompanied by reasonable substantiating material, an amount equal to all taxes levied or assessed by reason of Premier's furnishing of products, intangible property (including Proprietary Marks), or services to Franchisee pursuant to this Agreement, including, but not limited to, unemployment taxes,

sales taxes, use taxes, withholding taxes, excise taxes, personal property taxes, intangible property taxes, gross receipts taxes, taxes on royalties, and any other taxes or levies imposed upon or required to be collected or paid by Premier or its Affiliates.

4.9 Collection Costs

Franchisee must pay to Premier or its designated Affiliate any and all costs and expenses incurred by Premier or its Affiliates in collecting any monies owed by Franchisee to Premier or its Affiliates, such as, but not limited to, costs and commissions due to a collection agency, reasonable attorneys' fees (including any attorneys' fees incurred by Premier or its Affiliates in bankruptcy proceedings), court costs, expert witness fees, discovery costs, and reasonable attorneys' fees and costs on appeal, together with interest charges on all of the foregoing.

4.10 Reimbursement of Monies Paid on Behalf of Franchisee

Franchisee must pay Premier or its designated Affiliate, within 15 days of any written request by Premier which is accompanied by reasonable substantiating material, any monies which Premier or its Affiliate has paid, or has become obligated to pay, on behalf of Franchisee.

4.11 Partial Payments

No payment by Franchisee or acceptance by Premier of any monies under this Agreement for a lesser amount than due will be treated as anything other than a partial payment on account. Any endorsement, statement or communication by Franchisee to the effect that Franchisee's payments of a lesser amount than due constitutes full payment will be given no effect, and Premier may accept the partial payment without prejudice to any rights or remedies it may have against Franchisee. Premier's acceptance of payment by Franchisee other than as set forth in this Agreement will not constitute a waiver of Premier's right to demand payment in accordance with the requirements of this Agreement.

4.12 Method of Payment

For all amounts payable to Premier and its Affiliates, Franchisee agrees to use the payment method(s) that Premier designates from time to time. If Premier requires payment by Automated Clearing House (ACH) or electronic funds transfer, Franchisee must designate an account at a commercial bank of Franchisee's choice (the "**Account**") from which Premier is able to make transfers. Franchisee agrees to complete and submit to Premier an authorization for electronic funds transfer in the form that we or your financial institution may require. Franchisee agrees to maintain sufficient funds in the Account to cover the amounts payable to Premier, and in any case not less than $5,000. If funds in the Account are insufficient to cover the amounts payable at the time Premier makes its periodic electronic funds transfer, the amount of the shortfall will be deemed overdue. Additionally, if Premier is unable to draw funds from Franchisee's account due to an inadequate account balance, Premier reserves the right, among other things, to charge Franchisee a fee of up to $250 per instance in order to cover Premier's administrative and other time and expenses in processing the payment.

4.13 Application of Payments

Premier reserves the right to apply payments from Franchisee in any way it chooses, to any amounts Franchisee owes Premier and its Affiliates.

5. CONSTRUCTION OF LEASEHOLD IMPROVEMENTS TO STORE

5.1 Obligation to Construct Leasehold Improvements

Franchisee must, at its expense, construct the Store premises in conformance with the plans and specifications furnished by Premier pursuant to Section 3.1 of this Agreement. Franchisee is solely responsible, and Premier will have no responsibility, for architecture or engineering, for code, zoning, or

other requirements of the laws, rules, regulations or ordinances of any state, local municipality, urban community, or federal governmental body, including any errors, omissions, or discrepancies of any nature in any drawings or specifications obtained by Franchisee, including any provided by Premier. Without limiting the foregoing, Franchisee is solely responsible for compliance with any requirements of the Americans with Disabilities Act, and must provide such proof as Premier may require.

5.2 Securing Approval for Opening

After completion of the construction required by Section 5.1, Franchisee must submit a written request to Premier to conduct a final inspection of the Store premises and to authorize the Store to open for business. Franchisee may not open the Store for business without the express written authorization of Premier, which authorization may be conditioned upon Franchisee's (i) strict compliance with Premier's specifications and System standards; (ii) completion of any required pre-opening training; and (iii) satisfying Premier's pre-opening requirements for the Store's staffing and training.

5.3 Time is of the Essence in Construction of the Store

Time is of the essence in connection with the construction and opening of the Store. Franchisee must open the Store to the public no later than six months from the date that the Store location is approved by Premier as the Approved Location.

5.4 Photographs of New Store

Franchisee must provide digital color photographs (the number, form and format of which will be set forth in the Manuals or otherwise in writing) showing multiple views of the Store's interior and exterior (including all signage and all elevations) within 30 days after the Store opens and, at Premier's request, periodically thereafter throughout the remainder of the term of this Agreement, together with such additional information as Premier may reasonably request.

6. DUTIES OF FRANCHISEE

6.1 System Standards

Every detail of the System and the Store is essential to Franchisee, Premier, and other System franchisees in order to (i) develop and maintain quality operating standards, (ii) increase the demand for the products and services offered by all franchisees operating under the System, and (iii) protect Premier's reputation and goodwill. Franchisee must maintain Premier's high standards with respect to facilities, services, products, and operations. To ensure that the highest degree of quality and service is maintained, Franchisee must operate the Store in strict conformity with the methods, standards, and specifications prescribed by Premier in the Manuals or otherwise in writing. Franchisee must refrain from (a) deviating from such standards, specifications, and procedures without Premier's prior written consent, and (b) otherwise operating in any manner which reflects adversely on Premier's Proprietary Marks or the System. Without limiting the generality of the foregoing, Franchisee agrees:

6.1.1 to rent, sell, and offer for rental or sale only such products and services as meet Premier's standards of quality; to rent, sell, and offer for rental or sale all products and services required by Premier in the Manuals or otherwise in writing as being an integral part of the System; to refrain from renting, selling or offering any products or services that have not been approved by Premier; and to discontinue selling and offering for sale any products or services which Premier may, in its sole discretion, disapprove in writing at any time; and

6.1.2 to purchase and install, at Franchisee's expense, all fixtures, furnishings, equipment, technology, decor, signs, upgrades, and other items as Premier may reasonably direct from time to time in the Manuals or otherwise in writing; and to refrain from installing or permitting to be installed on or about the Store premises any fixtures, furnishings, equipment, technology, decor, signs, or other items not previously approved in writing as meeting Premier's standards and specifications.

6.2 Training

6.2.1 Prior to the opening of the Store, Franchisee (or the Operating Owner, as defined in Section 6.10) must complete the store opening training program referred to in Section 3.3 above. Premier may also require any new employee of Franchisee to attend similar training. Individuals who will attend training at the Development Center may be required to complete Premier University Online training modules before coming to the Development Center. In addition, at least one individual associated with Franchisee must complete a training program on the computer software licensed to Franchisee pursuant to Section 6.6 below. The software training will be provided by Premier's designee either online or at a location selected by the designee.

6.2.2 After the Store opens, Franchisee (or the Operating Owner) and any employees designated by Premier must attend any additional courses, seminars, and other training programs Premier specifies from time to time. Without limiting the generality of the foregoing, Franchisee, the Operating Owner, or at least one member of the Store staff satisfactory to Premier must attend periodic training sessions at the Development Center or other location designated by Premier until monthly revenues of the Store achieve a level jointly determined by Franchisee and Premier at the store opening training under Section 6.2.1. Premier may vary the frequency of the periodic training based on whether the Store revenue growth is on target, but Premier will not require Franchisee to return to the Development Center more often than every 3 months. After the Store reaches the revenue target, Franchisee will only be required to return to the Development Center for training once every 2 years, unless the Inventory of the Store falls below the amount required by Section 6.8 below. If you do not attend the mandatory Development Center training, you must pay us a fee of $250 per month until you complete attendance. Premier will, in its sole discretion, select the time(s) and location(s) of all additional training and workshops.

6.2.3 For all training, Premier has (i) the right to designate specific individuals who must successfully complete the training program; and (ii) the sole right to judge whether a person has successfully completed the training program. Successful completion may require passing tests to establish proficiency in the delivery of services, use of technology and software applications, and other areas Premier designates.

6.2.4 If Franchisee is a new, first-time Premier Rental-Purchase franchisee, Franchisee shall pay Premier a fee of $100 per month to create a reserve for lodging and travel costs of periodic training sessions at the Development Center. Premier will collect and use the money to pay or reimburse Franchisee for lodging and travel costs of Franchisee's attendees. If and when the Store reaches the jointly determined revenue target under Section 6.2.2 and Franchisee is no longer required to return to the Development Center more than once every two years, this fee will cease and any monies then held in the account will be refunded to Franchisee. This requirement is separate from the supplemental training fee under Section 6.8, if applicable.

6.2.5 Except as provided in Section 6.2.4 and Section 6.8, Premier will not charge any fees for Franchisee personnel attending any required training or workshops described in this Section 6.2. Except as provided in Section 6.2.4, Franchisee is responsible for paying any and all expenses incurred by Franchisee's personnel in attending training, including, without limitation, the costs of transportation, lodging, meals, and wages.

6.3 Lease

If Franchisee will occupy the Store premises under a lease with the landlord, Franchisee must submit the proposed lease to Premier for approval before signing it. As a condition of approval, Premier may require that the lessor sign a lease rider containing some or all of the provisions set out in Attachment C to this Agreement. Premier's approval of the lease will not be deemed to be an endorsement of the legal or business terms of the lease. Franchisee must furnish Premier with a copy of the signed lease and lease rider within ten (10) days after they are signed by all parties. Franchisee must comply with all terms of its

lease and must refrain from any activity which may jeopardize Franchisee's right to remain in possession of the Store premises.

6.4 Use of Store Premises

Franchisee may not use or permit use of the Store premises for any activity or purpose other than the operation of the Store. Franchisee must keep the Store open and in normal operation for such minimum or maximum hours and days as Premier may specify in the Manuals or otherwise in writing.

6.5 Maintenance of Store Premises

Franchisee must maintain the Store premises (including adjacent public areas) in a clean, orderly condition and in excellent repair; and, in connection therewith, Franchisee must, at its expense, make such additions, alterations, repairs, and replacements thereto (but no others without Premier's prior written consent) as may be required for that purpose, including, without limitation, such periodic repainting, repairing, and replacing of obsolete or deteriorated signs, furnishings, fixtures, equipment, and decor as Premier may reasonably direct by written notice to Franchisee. Franchisee must complete all work specified in the notice within 60 days after receipt of such notice.

6.6 Required Store Management System

Franchisee must use the Store management software designated by Premier from time to time, whether owned by Premier, its Affiliate, or by a third party. Franchisee shall enter into any software license agreement required by the vendor in order to lawfully use the software required by Premier (the **"Software License"**). Franchisee must comply with all of the terms and conditions of the Software License and any other software license it executes, and its failure to do so will constitute a material breach of this Agreement. Franchisee acknowledges that the Software License will terminate without written notice to Franchisee, effective immediately upon: (a) the expiration of this Agreement; (b) termination of this Agreement by Premier or by Franchisee under any circumstances; or (c) cessation of operation of the Store as a Premier franchise, unless authorized in writing by Premier. This Section is separate from and does not limit any additional technology requirements under Section 9.1 below.

6.7 Purchasing Program

At its option, Premier may elect to collect fees due from franchisees and forward them to one or more group buying programs and/or other third-parties supplying goods and services to franchisees. Premier may select group buying programs and/or individual suppliers based on factors such as their ability to meet Premier's reasonable standards and specifications for rental inventory and other products and services; demonstration of adequate quality controls and capacity to supply the needs of Premier franchisees promptly and reliably; and the availability of special pricing or other benefits based on system-wide purchases. If Franchisee desires to purchase products or services from a supplier that has not been approved by Premier, Franchisee must submit to Premier a written request to approve the proposed supplier, together with such evidence of conformity with Premier's supplier-approval policies as Premier may reasonably require, or must request the supplier itself to do so. Premier will have no obligation to approve the proposed supplier if the same or similar products or services are available through an existing approved or designated source. Premier will have the right to inspect and evaluate the proposed supplier's facilities and the products or services to be supplied, and Franchisee must pay all of Premier's reasonable expenses incurred in so doing. Premier may from time to time re-inspect and re-evaluate the facilities, products, services and performance of any approved supplier and revoke its approval in general or for particular facilities, products or services when Premier determines, in its sole discretion, that they no longer meet Premier's standards. Upon receipt of written notice of such revocation, Franchisee must cease to rent or sell any disapproved products and cease to purchase from any disapproved supplier. Premier will have the right to restrict the availability of current and future products, supplies, or services to (i) Premier; (ii) a Premier Affiliate; (iii) a Premier Company; or (iv) third-party supplier(s) designated or approved by Premier. At its option, Premier may elect to collect rebates due from buying groups on franchisees' purchases and

distribute them to franchisees and/or Premier in accordance with the then-current rules and procedures of the buying group.

6.8 Minimum Inventory Requirement

Commencing on the sixth month after the Store opens for business and continuing through the reminder of the initial term of this Agreement, Franchisee must at all times maintain an inventory of products, either on customer lease or on the Store premises and available for customer lease or purchase, having an aggregate minimum initial cost of $300,000 ("**Inventory**"). The Manuals may contain requirements for the minimum initial costs of specified products that constitute the Inventory. Premier may increase the Inventory requirement by up to 10% for each increase (but not more often than once every 12 months). No later than 30 days after receipt of written notice from Premier that either the aggregate or specific-product value of Inventory is below the minimum value, Franchisee must acquire additional Inventory to satisfy the minimum required value and furnish substantiating materials to Premier. If Franchisee fails to cure the Inventory deficiency within the 30 day time frame, Premier may require Franchisee (or the Operating Owner) to return to the Development Center for training up to once every 3 months until Franchisee cures the deficiency. For each month Inventory is below the minimum required value, Franchisee will be charged a supplemental training fee of $250. If the Franchisee's inventory meets the required standards, Premier will refund up to $1,500 in supplemental monthly fees once the Operating Owner completes the necessary additional training at the Development Center. If Inventory continues to be below the minimum required value 6 months after receipt of Premier's notice of deficiency, Premier will have the right to terminate this Agreement for uncured default and exercise Premier's rights upon termination, include the option to purchase under Section 14.1.

6.9 Supplier Payments

Premier and its Affiliates may negotiate for and receive commissions, rebates, promotional allowances, volume discounts, and other payments or benefits offered by manufacturers, suppliers, and distributors to Premier or its Affiliates based on Franchisee's purchase of products and services from the manufacturers, suppliers, and distributors or on the aggregate purchases of Premier franchisees. Subject to applicable law or any restrictions agreed to with the supplier, Premier and its Affiliates may retain or allocate and distribute such payments. Franchisee assigns to Premier or its Affiliates all of Franchisee's right, title, and interest in and to any and all such payments.

Management

The Store must at all times be under the day-to-day supervision of an individual approved by Premier who has an ownership interest of at least 5% of the Franchised Business (the "**Operating Owner**"). Premier have the right to rely on any statement, agreement, or representation made by the Operating Owner. If the Operating Owner leaves Franchisee's organization, you must obtain Premier's approval of a replacement within sixty (60) days thereafter. If you have not obtained our approval of a replacement within sixty (60) days, Franchisee will be in material default of this Agreement.

6.11 Franchisee's Employee Policy

After the Store has opened to the public, Franchisee must maintain a competent, conscientious, and trained staff, and must ensure that its employees preserve good customer relations; render competent, prompt, courteous, and knowledgeable service; and meet such minimum standards as Premier may establish from time to time in the Manuals or otherwise in writing. Franchisee will be solely responsible for all employment decisions and functions of the Store including, without limitation, those related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision, and discipline of employees, regardless of whether Franchisee receives advice from Premier on these subjects.

6.12 HR Services

If Franchisee is a new, first-time Premier Rental-Purchase franchisee, Franchisee is required to use a designated human resources service company for the first two years of operation of the Franchised Business. The designated company may be an Affiliate of Premier. Franchisee agrees to pay the designated vendor's then-current fees for the required services. After the first 2 years of operation, Franchisee may choose another vendor, subject to Premier's approval, or handle Franchisee's human resources and related functions internally, subject to compliance with any requirements prescribed by Premier.

6.13 Training by Franchisee

Franchisee, at its expense, must train its personnel on specific elements of the System as Premier may require.

6.14 Inspections by Premier

Premier and its agents will have the right, at any reasonable time and without notice to Franchisee to: (1) observe and inspect the Store premises; (2) photograph and videotape Store operations on reasonable notice for such consecutive or intermittent periods as Premier deems necessary; (3) interview Franchisee's personnel; (4) interview Franchisee's customers: (5) remove any product from the Store premises for inspection; and (6) inspect and copy any books, records and documents relating to Store operations or premises or, upon Premier's request, require Franchisee to send copies thereof to Premier. Franchisee agrees to cooperate fully with Premier in connection with any such inspections, observations, videotaping, product removal and interviews, and Premier will make all reasonable efforts to minimize any disruption to Franchisee's business. Franchisee must present to its customers such evaluation forms as may be periodically prescribed by Premier, and must participate and/or request its customers to participate in any surveys performed by or on behalf of Premier. Franchisee must take any actions reasonably requested by Premier to correct any deficiencies detected during any such inspection. If, in Premier's sole judgment, Premier identifies operational weaknesses during any inspection conducted pursuant to this Section 6.13, Premier may require Franchisee to complete additional training at the Development Center. Premier will not charge for attendance but Franchisee will be responsible for its own travel costs. If identified deficiencies require a follow-up visit to verify the successful implementation of required corrective actions, Franchisee must reimburse Premier for its reasonable expenses incurred in making the follow-up visit. At Premier's request, Franchise must immediately desist from the further use of any advertising materials, products, supplies, or other items that do not conform to Premier's then-current specifications, standards, or requirements.

6.15 Compliance with Laws and Regulations

6.15.1 Franchisee understands that the rental-purchase business is subject to specific regulation in most states. It is Franchisee's responsibility to ensure that its business activities, including but not limited to the forms of customer agreements used by the Store, comply with all such laws and regulations. The laws applicable to rental purchase agreements vary significantly from state to state and Premier does not warrant or represent that any form agreements or other materials from Premier or other suppliers conform to the laws of the state(s) in which Franchisee does business. At least once every five (5) years, and within six (6) months after Franchisee adopts any new pre-printed forms, agreements, or standard pricing disclosures or marketing disclosures, whether obtained from Premier or another source, Franchisee must provide to Premier an opinion of counsel confirming that Franchisee's forms, agreements, pricing disclosures, and marketing disclosures comply with applicable laws and regulations where the Store operates. If Franchisee is part of a Franchisee Group, as defined in Section 4.5, Franchisee may provide an opinion of counsel for another Franchised Business that is operated under the same Franchisee Group and uses the same forms, agreements and standard disclosures, so long as the opinion is not more than 5 years old at the time submitted to Premier. In addition to the opinion of counsel, Franchisee must furnish copies of Franchisee's forms of customer agreements prior to their use with Franchisee's customers. Franchisee must not use, or must discontinue further use of, any form of customer agreement upon receipt of written notice to do so from Premier. Premier's receipt of any form, agreement, or other materials used or proposed for use by Franchisee, or Premier's acquiescence in or failure to object to Franchisee's use of

any such materials, will not be deemed to constitute an approval of the materials, or a determination by Premier that the materials are in compliance with requirements of applicable law.

6.15.2 Franchisee must assist Premier to the fullest extent possible in its efforts to comply with Anti-Terrorism Laws. In connection with such compliance, Franchisee certifies, represents, and warrants that none of its property or interests is subject to being "blocked" under any of the Anti-Terrorism Laws and that Franchisee is not otherwise in violation of the Anti-Terrorism Laws. "Anti-Terrorism Laws" means Executive Order 13224 issued by the President of the United States, the USA Patriot Act, and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and any other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war.

6.15.3 Franchisee must obtain and thereafter maintain in good standing as required throughout the term of this Agreement any and all licenses, permits and consents necessary for Franchisee to lawfully operate the Store. Franchisee is responsible for keeping apprised of the requirements of all laws applicable to the operation of the Store and must timely obtain, and keep in force, any and all permits, leases, certificates, or licenses necessary for the full and proper conduct of the Store, including, without limitation, any building and other required construction permits, licenses to do business, fictitious name registrations, sales tax permits, and fire clearances.

6.15.4 Franchisee must notify Premier by telephone within 24 hours, and confirm in writing within two days, after receiving notice of an investigation or violation of any laws or regulations. Franchisee must notify Premier in writing within three days of the commencement of any other litigation or proceeding which may adversely affect the operation or financial condition of the Store.

6.15.5 Franchisee agrees that its failure to comply with the obligations set forth in this Section 6.13 will constitute a substantial breach of a material provision of this Agreement that will give Premier the right to terminate this Agreement with notice and without opportunity to cure, pursuant to Section 13.1.

6.15.6 Premier does not provide any legal advice or opinion with respect to Franchisee's compliance with applicable laws and regulations.

6.16 Vehicle Maintenance

Franchisee must secure and maintain in good working order and appearance a vehicle for use in conducting the Franchised Business. The vehicle must meet Premier's specifications and have affixed to it, at Franchisee's expense, Premier's standard decals. At any time, Premier may inspect the vehicle to ensure that it is being properly maintained. If Premier, in its sole discretion, believes any vehicle no longer satisfies Premier's vehicle specifications in good working order or its image has deteriorated, Premier will notify Franchisee of the need to repair or replace such vehicle. Franchisee agrees to take any action requested by Premier to repair or replace the vehicle promptly. If the request by Premier is to replace any vehicle, unless Franchisee can provide an alternative acceptable to Premier, Franchisee agrees to replace such vehicle within 30 days.

6.17 Telephone and Digital Listings

Franchisee must execute and deliver to Premier upon execution of this Agreement, and prior to the opening of the Store, a Telephone and Digital Listing Agreement in the form of Attachment D to this Agreement.

6.18 Premier's Right to Use Materials

Franchisee understands that it benefits from its relationship with Premier in part because of its relationship with other franchisees and the collective sharing of business materials from other franchisees. Franchisee agrees to share with Premier and other franchisees business materials it may produce, to

specifically include marketing materials, so that they may benefit from its use. Franchisee agrees to allow Premier to reproduce and distribute as Premier's property business materials originally produced by Franchisee; provided, however, Franchisee retains the right, without any restriction from Premier, to reproduce, use, and distribute those materials for any purpose Franchisee may choose which involves the operation of the Store unless such use is no longer approved by Premier.

6.19 APRO Membership

Franchisee must become a member of the Association of Progressive Rental Organizations ("APRO") and remain a member in good standing throughout the term of this Agreement.

7. PROPRIETARY MARKS

7.1 Franchisee's Representations Concerning Proprietary Marks

Franchisee agrees that:

7.1.1 Franchisee may use the Proprietary Marks only for the operation of the Store, and only at the Approved Location or in Premier's approved marketing for the Store at the Approved Location;

7.1.2 Franchisee's right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof will constitute an infringement;

7.1.3 Franchisee may not use the Proprietary Marks to incur any obligation or indebtedness on behalf of Premier;

7.1.4 Franchisee must execute any documents deemed necessary by Premier or its Affiliates to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability;

7.1.5 Franchisee may not use the Proprietary Marks as part of its corporate or other legal name;

7.1.6 Franchisee must, at its expense, file and maintain all required trade name or fictitious name registrations, and must execute any documents deemed necessary by Premier or its counsel to obtain protection for Premier's Proprietary Marks or to maintain their continued validity and enforceability; and

7.1.7 Franchisee must promptly notify Premier of any suspected unauthorized use of, or any challenge to, the validity or ownership of the Proprietary Marks, or of Premier's right to use, and to license others to use, or Franchisee's right to use, the Proprietary Marks. Premier has the right to direct and control any administrative proceeding or litigation, or other adjudicative proceeding involving the Proprietary Marks, including any settlement thereof. Premier has the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. Premier will defend Franchisee against any third-party claim, suit, or demand arising out of Franchisee's use of the Proprietary Marks. If Premier, in its sole discretion, determines that Franchisee has used the Proprietary Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, will be borne by Premier. If Premier, in its sole discretion, determines that Franchisee has not used the Proprietary Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, will be borne by Franchisee. In the event of any litigation relating to Franchisee's use of the Proprietary Marks, Franchisee must execute any and all documents and do such acts as Premier deems necessary to carry out such defense or prosecution, including, but not limited to, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of Franchisee's use of the Proprietary Marks in a manner inconsistent with the terms of this Agreement, Premier will reimburse Franchisee for its out-of-pocket litigation costs in doing such acts.

7.2 Franchisee Acknowledgements Concerning Proprietary Marks

Franchisee expressly understands that:

7.2.1 The Proprietary Marks are valid and serve to identify the System and those who are franchised under the System;

7.2.2 During the term of this Agreement and after its expiration or termination, Franchisee may not directly or indirectly contest the validity of, or Premier's ownership of, the Proprietary Marks, or take any other action which may tend to jeopardize Premier's interest therein, or Premier's right to use and to license others to use, the Proprietary Marks;

7.2.3 Franchisee's use of the Proprietary Marks pursuant to this Agreement does not give Franchisee any ownership interest or other interest in or to the Proprietary Marks, other than the rights granted by this Agreement;

7.2.4 Any and all goodwill arising from Franchisee's use of the Proprietary Marks will inure solely and exclusively to the benefit of Premier, and upon expiration or termination of this Agreement, no monetary amount will be assigned as attributable to any goodwill associated with Franchisee's use;

7.2.5 Except as specified in Section 1.3 hereof, Franchisee's right to use the Proprietary Marks is nonexclusive, and Premier and its Affiliates have and retain the rights, among others: (a) to use the Proprietary Marks themselves for any purpose whatsoever; (b) to grant others the right to use the Proprietary Marks; and (c) to develop and establish other systems using the Proprietary Marks, similar Proprietary Marks, or any other Proprietary Marks, and to grant licenses or franchises thereto without providing any rights therein to Franchisee;

7.2.6 Upon the expiration or termination of this Agreement for any reason, all rights of Franchisee to use Premier's Proprietary Marks in any manner, including without limitation on any internet website or through any other means of electronic display, posting or communication, will automatically revert to Premier without cost and without the execution or delivery of any document;

7.2.7 Any and all trademarks, service marks, names, logos and other trade identities developed by Franchisee for products or services to be offered or promoted by the Store, or used or intended to be used in connection with the operation of the Store, will be Premier's intellectual property and will be deemed to be Proprietary Marks. Premier will have the right and option to register, at its cost, such Proprietary Marks, and will have the right to use or license then on a royalty-free basis to other franchisees. Notwithstanding the foregoing, Franchisee will have the right to use them in its Store; and

7.2.8 Premier reserves the right to change, revise or substitute different Proprietary Marks for use in identifying the System, the Store, and products and services sold or offered for sale through the Store, if the Proprietary Marks no longer can be used, or if Premier, in its sole discretion, determines that substitution of different Proprietary Marks will be beneficial to the System. In such circumstances, the use of the substituted Proprietary Marks will be governed by the terms of this Agreement, and Premier will not compensate Franchisee for such substitution except that Premier will reimburse Franchisee for its costs of modifying Franchisee's signs and marketing materials to conform to Premier's new Proprietary Marks. Franchisee must implement promptly any such substitution.

7.3 Changes in Law Affecting Proprietary Marks

In the event that the trademark law is amended so as to render inapplicable any of the provisions of this Agreement, Franchisee must execute any documents, and do such acts and things as in the opinion

of Premier may be necessary to affect the intent and purpose of the provisions of this Agreement; provided, however, that Premier will bear all costs associated with such request.

8. CONFIDENTIAL MANUALS AND INFORMATION

8.1 Use of Manuals

Franchisee must treat the Manuals and the information contained therein as confidential. Franchisee may not at any time copy, duplicate, record, or otherwise reproduce the Manuals, in whole or in part, or otherwise make any portion available to any unauthorized person. The Manuals remain the sole property of Premier and any physical copies must be kept in a secure place on the Store premises. In the event of any dispute as to the contents of the Manuals, the master copy of the Manuals maintained by Premier will be controlling.

8.2 Confidentiality of Information

Franchisee may not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of anyone else, any confidential information, knowledge, or know-how concerning the System, the methods of operation of a business in which Premier or an Affiliate of Premier may be engaged, or a Store which may be communicated to Franchisee, or of which Franchisee may be apprised, by virtue of Franchisee's association with Premier. Franchisee may divulge confidential information only to those Owners and employees who must have access to it in order to perform their employment responsibilities. Any and all matters, information, knowledge, know-how, and techniques which Premier designates as confidential will be deemed confidential for purposes of this Agreement unless and until Franchisee demonstrates that the information has become public knowledge. Any failure to comply with the requirements of this Section 8.2 will result in irreparable injury to Premier for which no adequate remedy at law may be available. Any Owner or employee who may have access to any confidential information regarding the Premier business or a Store must execute an agreement to maintain the confidentiality of information they receive in connection with their association with Franchisee. Such agreements must be on a form provided by Premier, which form must, among other things, designate Premier as a third-party beneficiary with the independent right to enforce the agreement.

9. TECHNOLOGY, DATA AND FINANCIAL STATEMENTS

9.1 Technology Requirements

In addition to the Store management system required by Section 6.6, Franchisee, at its expense, must acquire, install, and use the customer relationship management (CRM) system, payment system, back-office system, software applications, mobile apps, audio/visual equipment, security systems, and other hardware, software, and network connectivity for the Franchised Business that Premier specifies from time to time. In addition, Franchisee must, at its expense, acquire, install and use the accounting and financial reporting systems designated by Premier. Franchisee agrees to sign any standard license agreement or user agreement that may be required to use a system that Premier specifies. Franchisee will use the required systems for the functions Premier specifies from time to time, which will or may include customer services, managing customer data and transaction data, accounting, financial reporting, training personnel, and other functions. Franchisee is responsible for ensuring that Franchisee's employees are adequately trained to use the systems and that they follow Premier's policies.

9.2 Maintenance and Upgrades

Franchisee must maintain its technology systems in good working order at all times and promptly install upgrades, additions, modifications, substitutions and/or replacements of hardware, software, connectivity, power, and other system components as necessary. Franchisee agrees to bear all costs of acquisition, installation, use, maintenance and upgrade of the required systems. Franchisee must enter into any maintenance and support agreements that Premier deems necessary to ensure that the provisions of this Section 9.2 are satisfied.

9.3 Access to Franchisee's Information Systems

Franchisee must give Premier independent access to (i) the information systems that Premier requires Franchisee to use in the operation of the Store from time to time, and/or (ii) any other information systems that Franchisee uses to store or process Confidential Information or to display the Proprietary Marks. Franchisee must provide Premier with login credentials if necessary for that purpose. Franchisee must maintain an electronic connection with Premier at all times.

9.4 Maintenance of Records

Franchisee must prepare and preserve for at least five years from the date of their preparation, complete and accurate books, records, and accounts of the Store in accordance with generally accepted accounting principles and in the form and manner prescribed by Premier from time to time in the Manuals or otherwise approved by Premier in writing.

9.5 Rights to Data

In this Section, "**Customer Data**" means all information about persons or entities who are doing business with, have done business with, or are known to be considering doing business with the Franchised Business, including for example contact information, transaction history, customer service requests, customer contracts, and any other information Premier may specify. "**Business Data**" means Customer Data and all non-public financial reports, operational reports, vendor and supplier data, pricing data, staff data, and other data about the Franchised Business, wherever and in whatever media such information is stored. Franchisee agrees that:

9.5.1 Premier has the right to independently access all Business Data, wherever maintained, and to require Franchisee to deliver Business Data to Premier. Premier has the right to use (and to authorize others to access and use) Business Data to, among other things: (i) verify sales; (ii) monitor progress of its franchisees; (iii) prepare a financial performance representation for Premier's Franchise Disclosure Document; and (iv) share vendor and supplier pricing data with Premier's Affiliates.

9.5.2 While this Agreement is in effect, Premier and Franchisee will each have the right to access and use Customer Data and to share it with their affiliates, service providers, and contracted third parties for any purpose consistent with this Agreement, without notifying or compensating the other. Whenever Premier requests, and without request upon termination or expiration of this Agreement, Franchisee will promptly deliver to Premier a full updated set of all Customer Data in the possession or control of Franchisee, its owners and employees. In the event of an approved sale of the Franchised Business to a new owner who will continue to operate the Franchised Business under an agreement with Premier, Franchisee may transfer the Customer Data to the new owner provided that Franchisee retains no copy of the Customer Data. After expiration or termination of this Agreement: (i) Premier and its Affiliates may continue to use all Customer Data in connection with the Premier Rental-Purchase business and to communicate with customers; and (ii) Franchisee shall not retain or use any Customer Data, shall not sell or transfer any Customer Data to any other person, and shall not share Customer Data with any other person, including any person that is an affiliate or owner of Franchisee or a family member of an owner. At Premier's request made on or after expiration or termination of this Agreement, Franchisee shall certify the deletion or destruction of all Customer Data in the possession or control of Franchisee and its affiliates, owners and employees.

9.6 Submission of Reports

No later than the tenth day of each month, Franchisee must electronically file, using the financial reporting system then required under Section 9.1 and any other reporting system specified by Premier in the Manuals or otherwise in writing, an accurate report of all Gross Rental Payments and Sales and

business activity during the preceding month. Franchisee must also submit such other Business Data as Premier may require on the forms, at the times, and in the manner designated by Premier.

9.7 Submission of Monthly Financial Statements

Within 15 days after the end of each calendar month, Franchisee must, at its expense, submit to Premier by means of the financial reporting system then required under Section 9.1 a balance sheet as of the end of the calendar month and a profit and loss statement for the month and year-to-date, showing the sources of all income and the amount expended during the month. Each monthly financial statement must be certified by Franchisee as accurate and complete.

9.8 Submission of Annual Financial Statements

Franchisee must, at its expense, provide to Premier either a reviewed or, at Premier's request, an audited profit and loss statement and balance sheet within 60 days after the end of each fiscal year of Franchisee, signed by Franchisee or by Franchisee's treasurer or chief financial officer to attest that the financial statements present fairly the financial position of Franchisee and the results of operations of the Store during the period covered.

9.9 Premier's Audit Rights

Premier or its designee will have the right at all reasonable times, both during and within one year after the term of this Agreement, to inspect, copy and audit Franchisee's books, records and federal and state tax returns, and such other forms, reports, information and data as Premier reasonably may designate. If an inspection or audit discloses an understatement of Gross Rental Payments and Sales, Franchisee must pay Premier, within ten (10) days after Franchisee's receipt of the inspection or audit report, the deficiency in the Licensing Fees plus interest on such amount from the date it was due until paid, at 18% per annum or the maximum rate permitted by law, whichever is less, calculated on a daily basis. If an inspection or audit is made because of Franchisee's failure to furnish reports or supporting records as required under this Agreement, or to furnish such reports, records or information on a timely basis, or if an understatement of Gross Rental Payments and Sales for any month during the period of any audit is determined by any audit or inspection to be greater than 2%, Franchisee also must reimburse Premier for the reasonable cost of the audit or inspection, including, without limitation, the charges of attorneys and auditors, and the travel expenses, room and board and compensation of Premier's employees or designees involved in the audit or inspection. The foregoing remedies will be in addition to Premier's other remedies and rights under this Agreement or applicable law.

9.10 Privacy

Franchisee must comply with applicable laws pertaining to the privacy of consumer, employee, and transactional information. Franchisee must ensure that any Personal Information is collected only with express or implied consent of the data subject. "**Personal Information**" means any information that, by itself or in conjunction with other information, may be used to specifically identify an individual, such as name, physical address, telephone number, e-mail address, social media accounts, and any other information as defined in applicable law. Franchisee must abide by all applicable privacy laws pertaining to the collection, use, processing, protection, integrity, transfer of, consumer access to, correction of, and deletion of Personal Information. Franchisee must ensure that all data to be shared with or transferred to Premier has been collected in compliance with a privacy policy that allows such sharing or transfer. Franchisee may not implement a data privacy policy that is contrary to Premier's data privacy policy.

9.11 Network and Data Security

Franchisee is required to implement industry-standard administrative, physical, and technical security measures and devices to protect data from unauthorized access, acquisition, loss, destruction, disclosure or transfer. Without limiting the foregoing, Franchisee agrees to comply with the then-current Payment Card Industry Data Security Standards (PCI/DSS), as those standards may be revised by the PCI

Security Standards Council, LLC (see *www.pcisecuritystandards.org*) or successor organization; to implement the security requirements that the Council (or its successor) requires of a merchant that accepts payment by credit and/or debit cards; and to complete PCI/DSS audits as and when required by the standards. Compliance with PCI/DSS is a minimum requirement and does not guarantee that no security breach will occur. Franchisee is solely responsible for protecting the Franchised Business from computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, and attacks by hackers and other unauthorized intruders. Franchisee waives any and all claims Franchisee may have against Premier as the direct or indirect result of any disruptions, failures or attacks not caused by Premier. Franchisee is also required to use best efforts to verify that Franchisee's suppliers, lenders, landlords, customers, and governmental agencies on which Franchisee relies, are reasonably protected. This includes best efforts to secure Franchisee's systems, including, but not limited to, use of firewalls, access code protection, anti-virus systems, and backup systems. In the event of a known or suspected security breach, Franchisee shall notify Premier promptly and comply with applicable laws and any instructions from Premier regarding response to the breach. Any losses or expenses incurred by Premier and its affiliates as a result of Franchisee's failure to meet its obligations in this Section will be subject to indemnification under Section 17.4.

9.12 Data Backup and Disaster Recovery

Franchisee must, at its cost, implement and maintain industry standard data backup and recovery procedures, as well as industry standard business continuity and disaster recovery plans, in connection with the technology platforms and data used in the operation of the Store. Premier may require that Franchisee backup its data using a third-party service provider specified by Premier.

10. MARKETING

Recognizing the value of marketing and promotion, and the importance of the standardization of marketing and promotional programs to the furtherance of the goodwill and public image of the System, the parties agree as follows:

10.1 Marketing Obligation

Franchisee must spend the greater of 3.0% of Gross Rental Payments and Sales or $2,500 per month for marketing of the Franchised Business (the "**Marketing Contribution**"). Premier may require Franchisee to contribute a portion of the Marketing Contribution, not to exceed 2.0% of Gross Rental Payments and Sales, to the system-wide marketing fund described in Section 10.2 ("**System Fund**"). If applicable, Franchisee may also be required to contribute to a regional marketing fund as described in Section 10.3 ("**Regional Fund**"). Any portion of the total 3.0% Marketing Contribution that you do not contribute to the System Fund or a Regional Fund must be spent on local marketing as described in Section 10.4. If Franchisee does not satisfy the monthly Marketing Contribution, Premier will invoice Franchisee for the difference and deposit the invoiced amount into the System Fund. Premier may, in its sole discretion, change the required contribution and modify the allocation between System Fund and Regional Fund from time to time. All Franchisees will contribute the same percentage of Gross Rental Payments and Sales to the System Fund and all Franchisees who participate in the same Regional Fund will contribute the same percentage of Gross Rental Payments and Sales to such Regional Fund. Regional Funds may vary, among themselves, in the required percentage of Gross Rental Payments and Sales contributed by their members. Each year, each Store owned by Premier or an Affiliate will contribute to the System Fund and Regional Fund an amount which is calculated on the same basis as contributions of Franchisees, as described in this Section. Neither the System Fund nor any Regional Fund is a trust fund, and Premier will not have any fiduciary duty to Franchisee in connection with the collection or expenditures of System Fund or Regional Fund monies or any other aspect of their operations.

10.2 The System Fund

Premier will have the right, in its sole discretion, but not the obligation, to establish, maintain, and administer the System Fund. The following provisions will apply to the System Fund:

10.2.1 The System Fund, all contributions thereto, and any earnings thereon, will be used exclusively to meet any and all costs of maintaining, administering, directing, conducting and developing advertising, marketing, public relations, and/or promotional programs and materials including website construction, content and maintenance, and any other activities which Premier believes will enhance the image of the System, including, among other things, the costs of preparing and conducting marketing campaigns in various media; preparation of direct mail marketing; market research; employing advertising and/or public relations agencies to assist therein; purchasing promotional items; conducting and administering in-Store promotions; and providing promotional and other marketing materials and services to Stores. No System Fund monies will be used solely for the purpose of soliciting new franchisees;

10.2.2 The System Fund will be administered by Premier. Premier will direct all marketing and promotional programs, with sole discretion over the creative concepts, materials, and media used in such programs, and the placement and allocation thereof. The System Fund is intended to maximize general public recognition and acceptance of the Proprietary Marks for the benefit of the System; and that Premier is not obligated, in administering the System Fund, to make expenditures for Franchisee which are equivalent or proportionate to Franchisee's contribution, or to ensure that any particular franchisee benefits directly or *pro rata* from the marketing or promotion conducted under the System Fund;

10.2.3 All System Fund payments must be made pursuant to the requirements of Section 4.12 above. All sums paid to the System Fund will be maintained in an account separate from the other monies of Premier and will not be used to defray any expenses of Premier, except for such reasonable costs and overhead, if any, as each may incur in activities reasonably related to the administration or direction of the System Fund and marketing programs, including, among other things, research and development, product development, and the costs of personnel for creating and implementing all such activities. The System Fund and any earnings thereon will not otherwise inure to the benefit of Premier. Premier will maintain separate bookkeeping accounts for the System Fund; and

10.2.4 An unaudited statement of the operations of the System Fund as shown on the books of the System Fund will be prepared annually by Premier and furnished to Franchisee at its request. Franchisee will have the right to inspect the System Fund's books and records upon reasonable notice at the location where they are maintained. Although the System Fund is intended to be of perpetual duration, Premier retains the right to terminate the System Fund at any time. The System Fund may not be terminated, however, until all money on the System Fund has been spent for the stated purposes of the System Fund or returned to the contributors.

10.3 Regional Fund

Premier will have the right, but not the obligation, to designate any geographical area for purposes of establishing a Regional Fund. Franchisee must contribute to any Regional Fund which is or has been established for the area in which the Protected Territory is located. If the Franchisee's Protected Territory is located within the geographical area of more than one Regional Fund, Franchisee will be required to contribute to only one Regional Fund, to be designated by Premier. The Regional Fund will operate in a similar manner as the System Fund including, but not limited to, activities set forth in Section 10.2. Premier, in its sole discretion, may grant to any Franchisee an exemption for any length of time from contributing to a Regional Fund, upon written request of such Franchisee stating reasons supporting such exemption.

10.4 Local Marketing

Franchisee's own local marketing and promotional efforts are vital to the growth and viability of its Store. Any portion of the total Marketing Contribution under Section 10.1 that Franchisee does not contribute to the System Fund or a Regional Fund must be spent on local marketing. Franchisee shall report its marketing expenditures for the prior month at the same time Franchisee reports Gross Rental Payments and Sales for the prior month under Section 4.3.

10.5 Approval of Marketing

All marketing and promotional activities must be conducted in a dignified manner and must conform to the standards and requirements set forth in the Manuals or otherwise in writing. Franchisee shall not use any marketing or promotional plans or materials without first submitting them to Premier for approval. All marketing materials must be posted and approved through the online marketing platform designated by Premier for that purpose. Franchisee may use the submitted materials if Premier does not notify Franchisee within 15 days after receipt that Premier disapproves of their use. Premier will have the right at any time after Franchisee commences use of such materials to prohibit further use, effective upon receipt of written notice by Franchisee. At Premier's request, Franchisee must furnish to Premier, within 15 days of any request, such additional evidence as Premier may reasonably require concerning the nature and amount of Franchisee's expenditures for local marketing. Premier will have the right to specify, in the Manuals or otherwise in writing, the types of mandatory local marketing programs, including minimum required expenditures for such programs.

10.6 Electronic Marketing and Electronic Communications

Unless Premier has specifically agreed to it in writing, Franchisee may not use, register, maintain, or sponsor any website, URL, social media and networking sites (including but not limited to Facebook, X, LinkedIn, YouTube, TikTok, Snapchat, Pinterest, Instagram, etc.), blog, messaging system, email account, user name, text address, mobile application, or other digital, electronic, mobile or Internet presence that uses or displays any of the Proprietary Marks (or any derivative thereof) or that promotes any products or services of the Store. The use of any digital or electronic medium constitutes advertising and promotion subject to Premier's approval under Section 10.5. Any associations to other brands, promotions, campaigns or other forms of marketing activity (including posting of pictures) must be approved by Premier. Franchisee agrees not to transmit or cause any other party to transmit advertisements or solicitations by telephone, e-mail, text message, instant message, social media, VoIP, streaming media, or other electronic media without first obtaining Premier's written consent as to: (a) the content of the advertisements or solicitations; and (b) the type of media intended to be used. All telephone answering messages, email auto-signatures, and other identifiers of the Store must be in the form prescribed by Premier. If Premier approves the use of an electronic medium, approval will be conditioned on Franchisee's compliance with any standards and procedures issued by Premier with respect to that type of electronic medium, including the use of any disclaimers, warnings, and other statements that Premier may prescribe. All social media accounts, profiles, pages, and registrations that primarily promote the Proprietary Marks or the Store must be requested through Premier. Premier will register them in Premier's name and provide Franchisee with administrative access only, and Premier will retain ownership and ultimate control. For any such accounts that Premier expressly permits to be registered in Franchisee's name, Franchisee agrees to provide Premier with the current login credentials within five (5) days after opening the account or changing the credentials. Franchisee further agrees that Premier has the rights to: (i) access any social media accounts to take corrective action if the account or any postings are in violation of Premier's policies; and (ii) take ownership of the accounts on expiration or termination of this Agreement (if not already owned by Premier) and operate them thereafter as Premier sees fit. Premier may offer to provide, or may require Franchisee to have, a website for the Store (which may be structured as a separate page of a website maintained by Premier) and may charge Franchisee a reasonable fee for development and/or support of Franchisee's site.

10.7 Required Participation in System Marketing and Monitoring Efforts

At Premier's request and at Franchisee's expense, and in addition to any expenditures made from funds allocated to local advertising pursuant to Section 10.1, Franchisee must participate in all of Premier's System marketing and Store monitoring programs including, but not limited to, various e-mail programs (such as e-mail list building), messaging, newsletters, customer retention and acquisition programs, surveys, campaign tracking, and mystery shopper programs. Premier may add, delete, or modify System marketing programs and Store monitoring programs at any time. Before being used by Franchisee, all marketing materials (whether under this Section or any other provision of Section 10) must be posted and approved through the online marketing platform designated by Premier for that purpose.

10.8 Grand Opening Marketing.

Franchisee shall conduct initial marketing for the Franchised Business in accordance with a grand opening marketing plan that Franchisee will create, subject to Premier's approval. Unless otherwise agreed, Franchisee must spend not less than $30,000 to implement the grand opening marketing plan.

11. INSURANCE

11.1 Franchisee's Insurance Obligations

Franchisee must procure, before opening the Store, and must maintain in full force and effect during the term of this Agreement, at Franchisee's expense, an insurance policy or policies protecting Franchisee, Premier, and their respective Affiliates, owners, officers, directors, agents, and employees (**"other insureds"**), against any demand or claim with respect to personal and bodily injury, death, or property damage, or any loss, liability, or expense whatsoever arising or occurring upon or in connection with the operation of the Store. Such policy or policies must (i) name Premier and the other insureds as additional insureds with primary non-contributory coverage; (ii) comply with the requirements prescribed by Premier in writing at the time such policies are obtained, and provide at least the types and minimum amounts of coverage as set forth in the Manuals; (iii) be primary to any insurance coverage obtained by Premier; and (iv) contain a waiver by Franchisee and Franchisee's insurers of their rights of subrogation against Premier and the other insureds. All public liability and property damage policies must contain a provision that Premier and the other insureds, although named as additional insureds, will nevertheless be entitled to recover under such policies on any loss occasioned to Premier or the other insureds by reason of the negligence of Franchisee or its Affiliates, owners, officers, directors, agents, or employees.

11.2 Certificates of Insurance

At least ten days prior to the time any insurance is first required to be carried by Franchisee, and thereafter at least 30 days prior to the expiration of any policy, Franchisee must deliver to Premier Certificates of Insurance evidencing the proper types and minimum amounts of required coverage. All Certificates must expressly provide that no less than 30 days' prior written notice will be given Premier in the event of material alteration to or cancellation or non-renewal of the coverages evidenced by such Certificates. Certificates evidencing the insurance required by this Section must name Premier and the other insureds as additional insureds, and must expressly provide that any interest of each will not be affected by any breach by Franchisee of any policy provisions for which such Certificates evidence coverage.

11.3 Premier's Right to Secure Insurance on Behalf of Franchisee

Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time to time by Premier in the Manuals or otherwise in writing, Premier will have the right and authority (but not the obligation) to immediately procure such insurance and to charge same to Franchisee, which charges, together with a reasonable fee for Premier expenses in so acting, will be payable by Franchisee immediately upon notice. The foregoing remedies will be in addition to any other remedies Premier may have.

12. SALE, ASSIGNMENT OR TRANSFER

12.1 Transfer by Premier

Premier will have the right to transfer or assign all or any part of its rights or obligations under this Agreement to any person or legal entity. With respect to any assignment which results in the subsequent performance by the assignee of all of Premier's obligations under this Agreement, the assignee will expressly assume and agree to perform such obligations, and will become solely responsible for all

obligations of Premier under this Agreement from the date of assignment. In addition, and without limitation to the foregoing, Franchisee expressly affirms and agrees that Premier may sell its assets, its Proprietary Marks, or its System; may sell its securities in a public offering or in a private placement; may merge, acquire other corporations, or be acquired by another corporation; and may undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring.

12.2 Transfer by Franchisee

Premier has entered into this Agreement in reliance on the business skill, financial capacity, and personal character of Franchisee and its Owners. Accordingly, neither Franchisee nor the Owners may sell, assign, give away, pledge, or encumber, either voluntarily or by operation of law (such as through divorce or bankruptcy proceedings) any direct or indirect interest in this Agreement, in the assets of the Franchised Business, or in the equity ownership of Franchisee without obtaining Premier's prior written consent. This section applies to any transfer that would occur by any mechanism, including but not limited to family financial planning, estate planning, corporate reorganization, issuance or offering of securities, employee ownership plans, divorce, new marriage, bankruptcy, or receivership. If Franchisee is a corporation, limited liability company, or other business entity, this Section also applies to the transfer of a direct or indirect ownership interest in Franchisee. Premier may approve or disapprove the proposed transferee in its sole discretion. If Premier approves the proposed transferee, Premier can still impose conditions on the transfer. Franchisee and the Owners agree that the conditions in this Section 12 are reasonable and that they do not preclude other conditions that Premier may impose. Franchisee and the Owners agree to notify Premier in writing of each proposed transfer, to provide all information and documentation relating to the proposed transfer that Premier requests, and to refrain from completing the transfer until Premier advises Franchisee that all applicable requirements of this Section 12 have been satisfied. If Premier has not responded within sixty (60) days after receiving all requested information, Premier will be deemed to have refused consent. Premier has the right to communicate with and counsel Franchisee, the Owners, and the proposed transferee on any aspect of a proposed transfer. Unless otherwise agreed, Premier does not waive any claims against the transferring party if Premier approves the transfer. If Premier does not approve the transfer, Franchisee is required to continue to operate the Franchised Business in accordance with this Agreement. Any purported transfer that is not in compliance with this Section 12 is null and void and constitutes a material breach of this Agreement, for which Premier may terminate this Agreement without opportunity to cure.

12.3 Requirements for Transfer by Franchisee

Premier may, in its sole and absolute discretion, require any or all of the following as conditions of its consent to a transfer set forth in Section 12.2:

12.3.1 Franchisee must be current in all amounts due to Premier and its Affiliates and must not be in default of any provision of this Agreement, any amendment hereof, and any other agreement between Franchisee and Premier, or any Premier Affiliate;

12.3.2 The transferee (or, if the transferee is other than an individual, a principal of the transferee approved by Premier) must demonstrate to Premier's satisfaction that the terms of the proposed assignment do not place an unreasonable financial or operational burden on the transferee or the Franchised Business, and that the transferee meets Premier's standards for (i) experience and aptitude; (ii) financial background and condition, as reflected on the transferee's actual and *pro forma* financial condition; (iii) character and reputation; (iv) absence of conflicting interests, and (v) such other criteria and conditions as Premier then considers relevant in the case of an application for a new franchise by an applicant not currently operating a Store. At Premier's request, Franchisee must prepare and furnish to the transferee and/or Premier such financial reports and other data relating to the Store and its operations as Premier deems reasonably necessary or appropriate for the transferee and/or Premier to evaluate the Store and the proposed transfer. Franchisee authorizes Premier to (a) confer with a proposed transferee and furnish it with information concerning the Store and the terms and conditions of the proposed transfer; (b) review all information about the Store that Franchisee furnishes to a transferee and correct any such

information that Premier reasonably believes to be inaccurate or incomplete; and (c) Premier may do so without any liability, except for intentional misstatements made to a transferee;

12.3.3 At Premier's direction, the transferee (and, if the transferee is not an individual, such owners of a beneficial interest in the transferee as Premier may request) must either (i) enter into a written assignment, in a form satisfactory to Premier, assuming and agreeing to discharge such obligations as Premier requires; or (ii) execute Premier's then-current franchise agreement for new franchisees and such other agreements as Premier may require, which agreements will supersede this Agreement in all respects and the terms of which may differ from the terms of this Agreement and may be less advantageous to the transferee; provided, however, that the transferee will not be required to pay any initial franchise fee;

12.3.4 At the transferee's expense, the transferee (or, if requested by Franchisee and consented to by Premier, the transferee's manager) must complete any training program then in effect for Premier's franchisees upon such terms and conditions as Premier may reasonably require;

12.3.5 The transferor and the transferee must make arrangements satisfactory to Premier to modernize and upgrade the Store assets as we deem necessary to comply with Premier's then-current System standards, based on Store visits we will undertake. The arrangements may allocate the costs of modernization and upgrade between transferor and transferee and shall provide for completion on a schedule acceptable to Premier. In the absence of an approved arrangement between the transferor and transferee, the transferor will have sole responsibility for the completion of and the costs of modernization and upgrade;

12.3.6 Premier will have the right to acquire from the transferor for $100 any exterior signage of the Store bearing the Proprietary Marks. Premier will lease the exterior signage to the transferee for use after the closing of the transfer, for a commercially reasonable fee.

12.3.7 The transferor and the transferee must make arrangements satisfactory to Premier to assign over to the transferee each agreement that Franchisee has with a customer of the Store. Franchisee agrees to facilitate conversations with customers of the Store to ensure an orderly transition to the transferee. Franchisee agrees to pay over to the transferee any amounts (or a pro rata portion of any amounts) paid to Franchisee by customers for services that Franchisee has not yet performed under the assigned customer agreements. If the transferee fails to assume responsibility for customer accounts within a reasonable time, Premier shall have the right to assume the legal responsibility to collect payments received on the customer's account, to credit such payments to the customer's account, to report payments and other relevant information to consumer credit bureaus, and to assist customers with managing their credit history. If Premier assumes such responsibility, Franchisee or the transferee shall provide Premier, within three (3) business days from Premier's request, a copy of each customer agreement and all other information and access necessary for Premier (or its designee) to continue servicing the customer agreement and the related customer account. To this end, each customer agreement must include a clause giving Premier the right (but no obligation) to undertake the actions described in this Section if the transferee fails to do so. Franchisee or the transferee are prohibited from closing any customer accounts without our approval.

12.3.8 Except in the case of a transfer to a corporation formed by Franchisee in which Franchisee owns more than fifty percent (50%) of each class of the outstanding voting stock or unless the transferee is a current Franchisee of Premier, Franchisee must pay to Premier a transfer fee of Fifteen Thousand Dollars ($15,000);

12.3.9 The transferor (and, if the transferor is other than an individual, the transferor and such other owners of a beneficial interest in the transferor as Premier may request) must execute a general release, in a form prescribed by Premier, of any and all claims against Premier, its Affiliates, and their respective owners, officers, directors, agents and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances;

12.3.10 Franchisee must remain liable for all of its obligations to Premier and its Affiliates which arose prior to the effective date of the transfer, and must execute any documents reasonably requested by Premier to evidence such liability;

12.3.11 If the transfer involves the sale of all or substantially all of the assets of the Store, including real estate, then the transferor must demonstrate to Premier's satisfaction that the sale will not interfere with or compromise the transferee's ability to continue in business, without interruption, in conformance with this Agreement and System standards;

12.3.12 Any financing incurred in connection with the transfer must be expressly subordinated to the transferee's obligations to Premier; and

12.3.13 All of the transferee's owners must sign the Guarantee required by Section 16.3 of this Agreement.

12.4 Premier's Right of First Refusal

Any party holding any direct or indirect interest in Franchisee, in this Agreement, or in all or a substantial portion of the assets of the Store and who desires to accept a *bona fide* offer from a third party to purchase such interest or assets, must notify Premier in writing of each such offer, and must provide such information and documentation relating to the offer as Premier may require. Premier will have the right and option, exercisable within 30 days after receipt of such written notification, to send written notice to the seller that Premier (itself or through its nominee) intends to purchase the seller's interest on the same terms and conditions offered by the third party. The request for approval of transfer must include a true and complete copy of the term sheet, letter of intent, proposed purchase agreement, assignment document, description of financing or other contingencies, and any other documents Premier deems necessary to support a prudent business decision on whether to exercise the right of first refusal. Premier can assign its right of first refusal to someone else either before or after Premier exercises it. If Premier cannot reasonably be expected to furnish the same type of consideration as the third-party, then Premier may substitute the equivalent in cash. If the parties cannot agree within thirty (30) days on the equivalent in cash, Premier will have the right to engage an independent valuator to determine the reasonable equivalent in cash. The valuator must be a member of the National Association of Certified Valuators and Analysts (NACVA) and must have had no business relationship with Premier or Franchisee within the prior 24 months. Premier and Franchisee will share equally in the cost of engaging the valuator. The valuator will be hired for a calculation engagement under the standards of the NACVA and the AICPA, which will be limited solely to the reasonable equivalent in cash of the third-party consideration which Premier cannot reasonably be expected to furnish. Premier will have thirty (30) days after receipt of the valuator's determination to decide whether to proceed with the purchase, and an additional sixty (60) days after delivery of its purchase decision to complete the purchase. If Premier declines to purchase the seller's interest, the seller will have 120 days from the date of its written notice to Premier of the purchase offer to sell its interest on the same terms and conditions and to the same transferee as described to Premier. Any material change in the terms of the offer from a third party will constitute a new offer subject to Premier's right of first refusal. Failure of Premier to exercise the option afforded by this Section 12.4 will not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 12, with respect to a proposed transfer. If Premier determines that the final sale price is less than the price at which Premier was entitled to purchase, Premier may refuse to give its consent to the transfer.

12.5 No Security Interest

Franchisee may grant no security interest in the Store or in any of its assets without the prior written consent of Premier.

12.6 Transfer to Franchisee's Corporation

If the proposed transfer is to a corporation formed for the convenience of ownership, Premier's consent to such transfer may be conditioned upon the requirement that Franchisee be the owner of all the

voting stock of the corporation; and, if Franchisee is more than one individual, each individual must have the same proportionate ownership interest in the corporation as he or she held in Franchisee prior to the transfer.

12.7 Transfer Upon Death or Mental Incompetency

12.7.1 Upon the death or mental incompetency of any person with an interest in this Agreement, or in Franchisee, the executor, administrator, personal representative, or trustee of such person or entity must transfer his or its interest to a third party approved by Premier within six months of such death or mental incompetency. Such transfers, including, without limitation, transfers by devise or inheritance, will be subject to the same conditions as any *inter vivos* transfer. However, in the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Section 12, the executor, administrator, or personal representative of the decedent will have a reasonable time to dispose of the decedents' interest in the franchise, which disposition will be subject to all the terms and conditions for transfers contained in this Agreement. If the interest is not disposed of within a reasonable time, Premier may terminate this Agreement;

12.7.2 Immediately following the death or mental incompetency of Franchisee or any person with an interest in the franchise granted herein or in Franchisee, and during any period in which the Store is operated by any executor, administrator, personal representative or trustee of such person or entity, the day-to-day operation of the business will be conducted under the supervision of an individual satisfactory to Premier; and

12.7.3 If the assignment or transfer is caused by death or incapacity of the Franchisee (or in the case of a partnership, corporation, or limited liability company by the death or incapacity of an individual controlling more than one-third (1/3) of the voting interest of the Franchisee), the provisions of this paragraph 12 must be met with regard to the heir or personal representative of the Franchisee succeeding to the Franchisee's interest hereunder; provided, however, the transfer fee in such case will be One Thousand Five Hundred Dollars ($1,500.). Notwithstanding the foregoing, if the heir or personal representative assigns, transfers, or sells its interest in the Franchise within sixty (60) days after the death or incapacity of the Franchisee, the person to whom the interest is assigned, transferred or sold, and not the Franchisee's heir or personal representative, must comply with the provisions of this subsection as transferee and the transfer fee of Fifteen Thousand Dollars ($15,000) will apply.

12.8 Non-Waiver of Claims

Premier's consent to a transfer will not constitute a waiver of any claims it may have against the transferring party, nor will it be deemed a waiver of Premier's right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.

12.9 Transfer by Franchisee Bankruptcy - Right of First Refusal

If, for any reason, this Agreement is not terminated pursuant to Section 14.1 and this Agreement is assumed, or assignment of the same to any person or entity who has made a *bona fide* offer to accept an assignment of this Agreement is contemplated, pursuant to the United States Bankruptcy Code, then notice of such proposed assignment or assumption, setting forth (a) the name and address of the proposed assignee, (b) all of the terms and conditions of the proposed assignment and assumption; and (c) the adequate assurance of the proposed assignee's future performance of this Agreement (which must incorporate the relevant prerequisites applicable to any other proposed transferees as set forth in Section 13.3 of this Agreement) referred to in Section 3.65(b)(3) of the U.S. Bankruptcy Code, must be given to Premier within twenty (20) days after receipt of such proposed assignee's offer to accept assignment of this Agreement, and, in any event, within ten (10) days prior to the date application is made to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption. Premier will thereupon have the prior right and option, to be exercised by notice given at any time prior to the effective date of such proposed assignment and assumption, to accept an assignment of this Agreement to Premier itself upon the same terms and conditions and for the same consideration, if any, as in the *bona*

fide offer made by the proposed assignee, less any brokerage commissions which may be payable by Franchisee out of the consideration to be paid by such assignee for the assignment of this Agreement. If Premier exercises the option, Premier will have sixty (60) days after delivery of its exercise notice to complete the purchase.

12.10 Premier's Consent to Intra-Franchisee Transfers

Premier will consent to a transfer between and among shareholders of a corporate franchisee, partners of a partnership franchisee, or members of a limited liability company franchisee unless, in Premier's good faith judgment, as a result of the transfer: (a) the controlling owners of Franchisee would no longer meet Premier's educational, managerial and business standards or would fail to possess a good moral character, business reputation or credit rating; or (b) Franchisee would not have adequate financial resources and capital to operate the Store.

13. DEFAULT AND TERMINATION

13.1 Termination with Notice and Without Opportunity to Cure

In addition to Premier's other rights of termination set forth in this Agreement, Premier may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon receipt of written notice by Franchisee upon the occurrence of any of the following events of default:

13.1.1 If Franchisee ceases to operate or otherwise abandons the Store for a period of four consecutive days, or otherwise forfeits the right to do or transact business in the jurisdiction where the Store is located; provided, however, that if through no fault of Franchisee, the premises are damaged or destroyed, then Franchisee will have 30 days within which to apply for Premier's approval to relocate or reconstruct the premises, which approval will not be unreasonably withheld;

13.1.2 If Franchisee or any Owner: (i) is convicted of a felony, a crime involving moral turpitude, or engages in any other activity that Premier believes is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or Premier's interest therein; or (ii) engages in any other activity which, in Premier's reasonable judgment, is morally offensive to community standards;

13.1.3 If any purported assignment or transfer of any direct or indirect interest in this Agreement, in Franchisee, or in all or substantially all of the assets of the Store is made to any third party without Premier's prior written consent, contrary to the terms of Section 12 hereof;

13.1.4 If Franchisee becomes insolvent or makes a general assignment for the benefit of creditors, or a petition in bankruptcy is filed by Franchisee or such a petition is filed against and not opposed by Franchisee;

13.1.5 If Franchisee fails to comply with the restrictions in Section 15 hereof or fails to deliver to Premier the executed agreements required under Sections 8.2 or 15.7 hereof;

13.1.6 If, contrary to the terms of Section 8 hereof, Franchisee or any Owner discloses the contents of the Manuals or other confidential information provided to Franchisee by Premier;

13.1.7 If Franchisee or any Owner has made any misrepresentation to Premier prior to the Effective Date or during the term of this Agreement;

13.1.8 If Franchisee commits three defaults for which Premier sends a Notice of Termination pursuant to Section 13.2, whether or not cured after notice, within a 24-month period;

13.1.9 If Franchisee understates any payment to Premier by five percent or more, or understates any such payment in any amount, twice in any two year period;

13.1.10 If Franchisee knowingly maintains false books or records or submits any false reports or statements to Premier;

13.1.11 If, within ten days after receipt of written notice from Premier that any required payment is overdue, Franchisee does not make such payment to Premier, a Premier Affiliate, or to Franchisee's bankers, suppliers, creditors, or taxing authorities, unless, with respect to Franchisee's bankers suppliers, creditors, or taxing authorities, Franchisee notifies Premier of the existence of a *bona fide* dispute and takes immediate action to resolve it;

13.1.12 If any other franchise agreement or any other agreement between Franchisee (or its Affiliates) and Premier (or its Affiliates) is terminated due to a breach or default by Franchisee or its Affiliates;

13.1.13 If Franchisee takes, withholds, misdirects, or appropriates for Franchisee's own use any funds withheld from Franchisee's employees' wages for employees' taxes, FICA, insurance or benefits, or generally fails to deal fairly and honestly with Franchisee's employees or customers;

13.1.14 If Franchisee fails to open the Store within six months after the later of (i) the Effective Date of this Agreement, or (ii) the date on which Premier approves the Approved Location;

13.1.15 If, within ten days after receiving a written notification from Premier, Franchisee fails to obtain or maintain required insurance coverage;

13.1.16 If Franchisee's assets, property, or interests are "blocked" under any Anti-Terrorism Law or if Franchisee or any Owner appears on a "blocked persons" list under any such law;

13.1.17 If an approved transfer is not effected within a reasonable time following Franchisee's death or mental incompetency as required by Section 12.7 hereof; or

13.1.18 If Franchisee conducts its business in an unlawful manner, including but not limited to as set forth in Section 6.15 of this Agreement.

13.2 Termination With Notice and Opportunity to Cure

Except as otherwise provided in Section 13.1 and elsewhere in this Agreement, Franchisee will have 30 days after its receipt from Premier of a written Notice of Termination within which to remedy any default under this Agreement, and to provide evidence thereof to Premier. If any such default is not cured within the specified time, this Agreement will terminate without further notice to Franchisee, effective immediately upon the expiration of the 30 day period or such longer period as applicable law may require. Franchisee will be in default pursuant to this Section 13.2 for failure to substantially comply with any of the requirements imposed by this Agreement, as it may from time to time reasonably be modified or supplemented by the Manuals, or failure to carry out the terms of this Agreement in good faith.

13.3 Extension of Cure Period by Operation of Law

Notwithstanding the termination provisions set forth above, in the event that any applicable law or regulation limits Premier's termination rights under this Agreement or otherwise requires a longer notice or cure periods than those set forth above ("Superseding Law"), this Agreement will be deemed amended to conform to the requirements of the Superseding Law, provided, however, that Premier will not be precluded from contesting the validity, enforceability, or application of the Superseding Law in any action, proceeding, hearing, or dispute relating to this Agreement or the termination thereof.

13.4 Termination During Pre-Opening Training

Premier will have the right to terminate this Agreement if, at any time during or within five days after the completion of the pre-opening training program, it concludes (in its sole judgment) that Franchisee or

its manager does not appear to possess the skills necessary to properly fulfill and discharge the demands and responsibilities required by the System or the Franchise Agreement. Termination will be effective immediately upon Franchisee's receipt of written notice from Premier and without any opportunity by Franchisee to cure.

14. OBLIGATIONS OF FRANCHISEE UPON TERMINATION OR EXPIRATION

14.1 Premier's Options to Acquire Approved Location and Franchise Assets

Upon expiration or termination of this Agreement under any circumstances, Franchisee must:

14.1.1 At Premier's request, assign Franchisee's interest in the lease or sublease for the Store (or provide Premier with a commercially reasonable lease, if Franchisee or its affiliate owns the Approved Location) and thereafter vacate the premises, rendering all necessary assistance to Premier to enable it to take prompt possession thereof. Franchisee shall provide a current copy of the lease and any other information reasonably requested by Premier to support a prudent business decision on whether to assume the lease. Franchisee shall also provide any landlord consent requested by Premier. Premier will have the right to further assign the lease, without recourse, to any Affiliate or approved franchisee of Premier; and

14.1.2 At Premier's request, sell to Premier at book value the assets of the Franchised Business designated by Premier, including but not limited to customer contracts, signage, furniture, fixtures, equipment, products, supplies, and Inventory (including inventory then in the possession of or in service to customers). For this purpose and for purposes of the independent valuation described below, Premier and Franchisee agree that customer contracts shall not be assigned additional value above and beyond the value of the inventory on rent to customers under those contracts. Franchisee shall provide current financial statements and any other information reasonably requested by Premier to enable Premier to ascertain the book value of the assets and to support a prudent business decision on whether to exercise the right to purchase. If the parties have not agreed on the book value of any assets designated by Premier within 30 days after the date of Premier's notice of intent to purchase, Premier will have the right to engage an independent valuator to determine the book value of the asset(s) as to which the parties have not agreed. The valuator must be a member of the National Association of Certified Valuators and Analysts (NACVA) and must have had no business relationship with Premier or Franchisee within the prior 24 months. Premier and Franchisee will share equally in the cost of engaging the valuator. The valuator will be hired for a calculation engagement under the standards of the NACVA and the AICPA. The book value determined by the valuator will be conclusive and will be the final purchase price for the asset(s) reviewed by the valuator. Premier will have thirty (30) days after receipt of the valuator's determination to decide whether to: (a) proceed with the purchase of the asset(s) designated by Premier, with or without the asset(s) reviewed by the valuator; or (b) cancel the purchase. If Premier elects to proceed with the purchase of any assets under this Section 14.1, Premier will have sixty (60) days from notification to Franchisee of the purchase decision to complete the purchase. Premier will have the right to set off all amounts due from Franchisee (including Franchisee's share of the cost of the valuator, if any) against the price to be paid by Premier for the assets.

14.1.3 Premier can exercise either or both of the options under Sections 14.1.1 and 14.1.2: (a) at any time before or within thirty (30) days after the expiration of the Agreement Term, in the case of expiration of this Agreement; and (b) at the time of or within thirty (30) days after transmittal or receipt of notice of termination, in the case of termination of this Agreement. Premier may assign these options to another person or entity.

14.1.4 Consistent with Premier's rights under this Section, Franchisee shall take no action to transfer, dispose of, or encumber (or permit the same) any of the Store assets or any agreement affecting the occupancy of the Store: (i) during the period provided for Premier's determination whether to exercise the options in Sections 14.1.1 and 14.1.2; and (ii) if Premier exercises one or both options, for an additional period of up to 120 days to allow for the valuation process in Section 14.1.2 and/or arrangement of financing for the purchase. At Franchisee's request, Premier will assist with management of Store operations during the periods outlined above. If Franchisee abandons the Franchised Business during such

periods, Premier shall have the right at its own initiative to undertake management of the Franchised Business pending final resolution of the potential purchase and to charge Franchisee a reasonable management fee for Premier's services. In addition, to preserve the value of these options, Premier may issue to Franchisee, and Franchisee must comply with, written instructions to refrain from, delay, or reverse any of the actions required of Franchisee under Section 14.2.

14.2 Exit from System

Except as provided in Section 14.1, upon expiration or termination of this Agreement under any circumstances, Franchisee must:

14.2.1 Cessation of Store Operations.

Immediately cease to operate the Store and not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Premier.

14.2.2 Cessation of Use of Confidential Information and Proprietary Marks

Immediately and permanently cease to use the Confidential Information (including the Manuals, Customer Data, Business Data, and confidential methods, procedures, and techniques associated with the System) and all Proprietary Marks and distinctive trade dress, forms, slogans, signs, symbols, and devices associated with the System. Franchisee shall remove all branded presence of the Store online and in any mobile network or other electronic marketing or communications channel, including but not limited to any social media, blog, messaging system, email account, user name, text address, directory, or smart phone application. Franchisee agrees not to use any reproduction, counterfeit copy, or colorable imitation of any Proprietary Marks in connection with any other business which is likely to cause confusion, mistake, or deception or which is likely to dilute Premier's exclusive rights in and to any Proprietary Marks, and further agrees not to use any designation of origin or description or representation which falsely suggests or represents an association or connection with Premier.

14.2.3 Transfer of Social Media Accounts, etc.

Permanently deactivate or, at our request, transfer to us all domain name registrations and other accounts, profiles, pages, user names, and registrations by which you have associated the Franchised Business with the Proprietary Marks and brand online or in any mobile network or other electronic marketing or communications channel, including but not limited to any social media, blog, messaging system, email domain, listserv, directory, or smart phone app, whether or not we authorized the particular usage or channel. If you do not voluntarily transfer these domain names, accounts, profiles, pages, user names, and registrations, the registrars and hosts of any such electronic marketing or communications channels may accept this Agreement as evidence of our exclusive rights in the domain names, accounts, profiles, pages, user names, and registrations and of our authority to direct their transfer on your behalf. When the domain names, accounts, profiles, pages, user names, and registrations are transferred, all hosted content will also be transferred to us, including all data housed on the electronic marketing and communications channels as well as all members, friends, contacts and customers who are linked to the accounts or sites;

14.2.4 Termination of Software License

Promptly cancel all user logins and passwords of Franchisee's personnel for the software licensed under the Software License (the "**Store Software**"), uninstall the Store Software, and return or certify destruction or permanent deletion of all related software documentation in Franchisee's possession or control, in any medium. Premier and any third party owner or licensor of the Store Software will have the right to deactivate the Store Software and the accounts of all users associated with the Franchised Business, and Franchisee shall permit access (including online access) for that purpose. Franchisee shall not retain or transfer to anyone other than Premier any customer and transaction data captured by means of the Store Software prior to expiration or termination of this Agreement (the "**Store Database**"). In order to protect the Store Database from inadvertent or improper access, use, or re-population after expiration or

termination, Franchisee agrees not to re-license the Store Software (or any substantially similar customized software from the same vendor) during the one-year period after expiration or termination of this Agreement;

14.2.5 Assignment of Customer Contracts and Accounts

At Premier's request, transfer to Premier or its designee each agreement Franchisee has with a customer. Franchisee shall provide Premier, within three (3) business days from Premier's request, a copy of each customer agreement and all other information and access necessary for Premier (or its designee) to continue servicing the customer agreement and the related customer account. To this end, each customer agreement must include a clause giving Premier the unconditional right (but no obligation) to assume the customer agreement and customer account upon the termination or expiration of this Agreement. Franchisee agrees to facilitate conversations with customers of the Store to ensure an orderly transition to Premier (or its designee). Franchisee agrees to pay over to Premier (or its designee) any amounts (or a pro rata portion of any amounts) paid to Franchisee by customers for services that Franchisee has not yet performed under the assigned customer agreements. Premier shall have the right and assume the legal responsibility to collect payments received on the customer's account, to credit such payments to the customer's account, to report payments and other relevant information to consumer credit bureaus, and to assist customers with managing their credit history. Premier shall have the right to retain all funds collected. Franchisee shall comply with its obligations in Section 9.5.2 not to retain or use any Customer Data derived from the customer contracts, not to sell or transfer any such Customer Data to any other person, and not to share such Customer Data with any other person, including any person that is an affiliate or owner of Franchisee or a family member of an owner.

14.2.6 Cancellation of Assumed Name Registration

Take such action as may be necessary to cancel any assumed name registration or equivalent registration obtained by Franchisee which contains the Proprietary Marks, and furnish Premier with evidence satisfactory to Premier of compliance with this obligation within 30 days after termination or expiration of this Agreement;

14.2.7 Modification of Appearance of Store and Vehicles

Unless Premier has requested assignment of the Store lease as provided in Section 14.1, make such modifications or alterations to the premises of the Store (including but not limited to interior and exterior signs, window graphics, paint and carpet colors, counters, displays, wall tiles, floor tiles, layout and configuration) as Premier deems necessary to prevent any association between Premier or the System and any business subsequently operated at the premises by Franchisee or others, and Franchisee must make such specific additional changes thereto as Premier may reasonably request for that purpose. In addition, Franchisee shall make such modifications or alterations to any vehicles used in the Franchised Business (including but not limited to vehicle wraps, graphics, decals, and color schemes) as Premier deems necessary to prevent any association with Premier or the System;

14.2.8 Payment of Monies Due

Promptly pay all sums owing to Premier and its Affiliates. In the event of termination for any default of Franchisee, such sums will include all damages (including future Licensing Fees that otherwise likely would have been paid from the termination date through the end of the initial term but for the early termination of the Agreement), costs, and expenses, including reasonable attorneys' fees, incurred by Premier as a result of the default, which obligation will give rise to and remain, until paid in full, a lien in favor of Premier against any and all of the personal property, furnishings, equipment, signs, fixtures, and inventory owned by Franchisee and on any and all premises operated hereunder at the time of default. The value of "future Licensing Fees" will be calculated as the present value of the average monthly Licensing Fees that Franchisee was obligated to pay pursuant to Section 4.2 of this Agreement during the 12-month period immediately preceding the month that the Franchise Agreement is terminated, multiplied by the number of months remaining in the initial Franchise Agreement term at the date of termination. Franchisee hereby appoints Premier as its attorney in fact, with full power and authority to execute on Franchisee's behalf such documents as are necessary to obtain and perfect such lien; and

14.2.9 Assignment of Telephone and Digital Listings

At Premier's request, cooperate with Premier in implementing the assignment of the telephone numbers and digital listings used in the operation of the Store, as provided in the Telephone and Digital Listing Agreement (Attachment D).

Franchisee and its owners hereby appoint Premier as their attorney in fact to carry out the requirements of this Section 14.2 if Franchisee fails to do so within a reasonable time. Franchisee and its owners agree that Premier will have the right to enter the Approved Location and to contact Franchisee's landlord and other third parties to take any required actions that Franchisee fails to take. Franchisee and its owners agree to reimburse Premier on demand for any costs that Premier incurs to carry out these obligations.

14.3 Continuing Obligations

After termination or expiration of this Agreement under any circumstances, Franchisee and its owners will remain liable to Premier for certain obligations. Among other things, Franchisee shall:

14.3.1 Promptly pay all sums owing to Premier and its affiliates;

14.3.2 Permit access to and examination of books and records as provided in Section 9 to determine any amounts due;

14.3.3 Protect all Confidential Information as provided in Section 8.2;

14.3.4 Comply with the post-term restrictions on competition in Section 15; and

14.3.5 Indemnify Premier with respect to the period through the effective date of expiration or termination as provided in Section 17.4.

14.4 Liquidated Damages for Non-Compliance; Reimbursement of Premier's Costs

Franchisee must pay to Premier all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Premier prior or subsequent to the termination or expiration of this Agreement: (i) in enforcing the provisions of this Section 14; (ii) in obtaining injunctive or other relief for the enforcement of any provisions of this Section 14; or (iii) resulting from Franchisee's breach of any such provisions. If Franchisee fails to comply promptly with any of its obligations in this Section 14: (a) Franchisee agrees to pay Premier $250 per day, per Store, for each day that Franchisee is in default, as a reasonable estimate of the damages suffered by Premier; and (b) to prevent further injury, Premier may hire a third party or use its own personnel to de-identify the Store(s) and/or carry out any other obligations of Franchisee on Franchisee's behalf. Franchisee's obligation for liquidated damages shall not affect Premier's right to obtain appropriate injunctive relief and other remedies to enforce this Section 14, its trademark rights under Section 7 above, and the restrictions on competition set forth in Section 15.

15. RESTRICTIONS ON COMPETITION

15.1 Franchisee to Devote Full Time and Best Efforts to Store

During the term of this Agreement, except as otherwise approved in writing by Premier, Franchisee (if Franchisee is an individual) or the Operating Partner (if Franchisee is not an individual) must devote full time, energy, and best efforts to the management and operation of the Store.

15.2 Restrictions on Competition During Term of Agreement

Pursuant to this Agreement, Franchisee and its Owners will receive valuable specialized training and confidential information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of Premier and the System. Franchisee and its Owners each agree that during the term of this Agreement, except as otherwise approved in writing by Premier, each will not, either directly or indirectly, for itself or through, on behalf of, or in conjunction with any person or legal entity:

15.2.1 Divert or attempt to divert any business or present or prospective customer to any Competing Business, as defined in Section 15.10, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks or the System; or

15.2.2 Own, maintain, advise, operate, engage in, be employed by, transfer Store assets to, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with any Competing Business.

15.3 Restrictions on Competition After Expiration or Termination of Agreement

Franchisee agrees that it will not, without Premier's prior written consent, for a continuous, uninterrupted two year period commencing upon the date of: (a) a transfer permitted under Section 12, of this Agreement; (b) expiration of this Agreement; (c) termination of this Agreement (regardless of the cause for termination); or (d) a final decision of an arbitrator or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing events or with respect to enforcement of this Section 15.3; either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, or legal entity, own, maintain, advise, operate, engage in, be employed by, transfer Store assets to, make loans to, or have any interest in or relationship or association with any Competing Business which is located at or within any of the following areas: (i) the Approved Location; or (ii) the DMA in which the Store was located; or (iii) the DMA in which any other Store or Premier-owned business is located as of the expiration or termination of this Agreement. "DMA" means a Designated Market Area, as defined by Nielsen Media Research.

15.4 Non-Competition With Premier Affiliates During Term of Agreement

Franchisee and its Owners may receive valuable and confidential information regarding the operational, sales, promotional, and marketing materials and techniques of Premier Affiliates at Premier's convention and/or through receipt of ongoing communications from Premier. Accordingly, Franchisee and its Owners each agree that during the term of this Agreement, except as otherwise approved in writing by Premier, each will not, either directly or indirectly, for itself or through, on behalf of, or in conjunction with any person or legal entity, own, maintain, advise, operate, engage in, be employed by, transfer Store assets to, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with, any business which is the same or similar to a business operated, licensed, or franchised by an Affiliate of Premier (as defined in Section 21.9).

15.5 Exceptions to Non-Compete Restrictions

Sections 15.2 to 15.4 do not apply to ownership by Franchisee of any other Store franchised by Premier to Franchisee or to the ownership of a less than five percent beneficial interest in the outstanding equity securities of any company registered under the Securities Act of 1933 or the Securities Exchange Act of 1934.

15.6 Reducing Scope of Restrictions

Premier will have the right, in its sole discretion, to reduce the scope of any restriction set forth in Section 15 of this Agreement, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof; and Franchisee agrees to comply with any restriction as so modified, which will be fully enforceable notwithstanding the provisions of Section 19 hereof.

15.7 Enforceability Not Affected by Franchisee Claims

Franchisee expressly agrees that the existence of any claims it or any Owner may have against Premier, whether or not arising from this Agreement, will not constitute a defense to the enforcement by Premier of the restrictions in this Section 15. Franchisee agrees to pay all costs and expenses (including reasonable attorneys' fees) incurred by Premier in connection with the enforcement of this Section 15.

15.8 Agreements from Individuals

Franchisee must obtain agreements using Premier's then-current form from each of the following persons: (a) all employees of Franchisee who have attended any training program offered by Premier or have access to confidential information; (b) all officers and directors of a corporate franchisee; and (c) all Owners. The form of agreement in use on the Effective Date of this Agreement is Attachment E.

15.9 Breach of Restrictions Causes Irreparable Injury

Franchisee acknowledges and agrees that the restrictions set forth in this Section are reasonable in nature, geographical scope and duration, and that Franchisee's violation of any restriction or any action described in Sections 6.13, 8.2, 13.1, or 13.2 would result in irreparable injury to Premier for which no adequate remedy at law may be available, and Franchisee consents to the issuance of, and agrees to pay all court costs and reasonable attorneys' fees incurred by Premier in obtaining, without the posting of any bond, an *ex parte* or other order for injunctive or other legal or equitable relief with respect to such conduct or action.

15.10 "Competing Business" Defined

The term "Competing Business" means a business which offers consumer goods on a rent-to-own or lease-to-own basis or on retail installment contracts where financing is offered by the seller at the location.

16. FRANCHISEE AS A CORPORATION, PARTNERSHIP, OR LIMITED LIABILITY COMPANY

16.1 Ownership Information

If Franchisee is a limited liability company, corporation, partnership, or other business entity, Franchisee and each of its Owners represents and warrants that the ownership information in Attachment G is correct and complete as of the Effective Date. Franchisee must maintain a current list of all stockholders, general partners, limited partners, members, or other direct and indirect beneficial owners (as applicable) and furnish the list to Premier upon request

16.2 Governing Documents

At Premier's request, Franchisee must furnish copies of its articles of incorporation, bylaws, partnership agreement, certificate of formation, limited liability company operating agreement, or other governing documents, as applicable. Franchisee must give Premier at least thirty (30) days prior written notice of any proposed amendments to Franchisee's governing documents. The governing documents must provide at all times that Franchisee's activities are confined exclusively to developing and operating Stores.

16.3 Owners' Guarantees

Each present and future shareholder of a corporate Franchisee or member of a limited liability company Franchisee, and the spouse of each shareholder, member, or partner, must jointly and severally

guarantee Franchisee's performance of each and every provision of this Agreement by executing a Guarantee in the form of Attachment F to this Agreement.

17. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

17.1 No Fiduciary Relationship

This Agreement does not create a fiduciary relationship between the parties hereto. Franchisee is an independent contractor, and nothing in this Agreement is intended to constitute or appoint either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever.

17.2 Public Notice of Independent Status

Franchisee must conspicuously identify itself and the Store in all dealings with its customers, contractors, suppliers, licensing agencies, public officials, and others, as an independent franchisee of Premier, and must place such notice of independent ownership in its Store and on all forms. Franchisee must place its own business name, address and phone number on all promotional, sales and advertising materials, including without limitation all printed advertising of every kind and nature, business stationery and cards, signs, decals for delivery and service vehicles, and decals or stickers for products.

17.3 Independent Contractor

Franchisee is not authorized to make any contract, agreement, warranty, or representation on Premier's behalf, or to incur any debt or other obligations in Premier's name; and Premier will in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor will Premier be liable by reason of any act or omission of Franchisee in its conduct of the Store or for any claim or judgment arising therefrom against Franchisee.

17.4 Indemnification

Franchisee agrees to indemnify and hold harmless to the fullest extent permitted by law, Premier, its Affiliates and their respective directors, officers, employees, shareholders, and agents, (collectively, "**Indemnitees**") from any and all losses and expenses (as hereinafter defined) incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof which arises directly or indirectly from, as a result of, or in connection with Franchisee's operation of the Store including, but not limited to, claims arising as a result of the maintenance and operation of vehicles or the Store premises (collectively, "**Event**"), and regardless of whether same resulted from any strict or vicarious liability imposed by law on the Indemnitees, provided, however, that this indemnity will apply to the negligence of Indemnitees but will not apply to any liability arising from the gross negligence of Indemnitees (except to the extent that joint liability is involved, in which event the indemnification provided herein will extend to any finding of comparative negligence or contributory negligence attributable to Franchisee). For the purpose of this Section 17.4, the term "**Losses and Expenses**" will be deemed to include compensatory, exemplary, or punitive damages; fines and penalties; attorneys' fees; experts' fees; court costs; costs associated with investigating and defending against claims; settlement amounts; judgments; compensation for damages to the reputation and goodwill of Premier; and all other costs associated with any of the foregoing losses and expenses. Franchisee must give Premier prompt notice of any event of which it is aware, for which indemnification is required, and, at the expense and risk of Franchisee, Premier may elect to assume (but under no circumstance is obligated to undertake) the defense and/or settlement thereof, provided that Premier will seek the advice and counsel of Franchisee in connection with any defense. Any assumption of Premier will not modify Franchisee's indemnification obligation. Premier may, in its sole judgment, take such actions as it deems necessary and appropriate to investigate, defend, or settle any Event or take other remedial or corrective actions with respect thereof as may be, in the sole judgment of Premier, necessary for the protection of the Indemnitees or the System.

18. NOTICES

All formal notices related to this Agreement must be in writing and delivered in person or sent by certified mail, by national commercial delivery service, or by other written or electronic means which affords the sender reliable evidence of delivery or attempted delivery. For the avoidance of doubt: (a) Premier's delivery of notice to the business email address that Premier has on file for Franchisee will constitute effective notice unless Premier receives a non-delivery message; and (b) changes to the Manuals and/or any written instructions that Premier furnishes to Franchisee relating to operational matters do not require formal notice under this Section 18.

19. ENTIRE AGREEMENT

This Agreement and any attachments hereto and any ancillary agreements constitute the entire agreement between Premier and Franchisee concerning the subject matter thereof and supersede all prior agreements, no other representations having induced Franchisee to execute this Agreement; provided, however, that nothing in this Agreement is intended to disclaim any representations made in the Franchise Disclosure Document received by Franchisee, including any exhibits or amendments thereof. Except for those changes permitted hereunder to be made unilaterally by Premier, no amendment, change, or variation from this Agreement will be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

20. DISPUTE RESOLUTION

20.1 Mediation of Disputes

Except as otherwise provided in the Agreement, any claim or controversy arising out of or related to the Agreement, or the making, performance, breach, or interpretation thereof, except for any actions brought with respect to: (i) the Proprietary Marks; (ii) issues concerning alleged violations of federal or state antitrust laws; (iii) securing injunctive relief or specific performance; (iv) the right to indemnification or the manner in which it is exercised; or (v) termination by Premier, will first be subject to non-binding mediation to be held in the geographic area where Premier has its principal place of business at the time the mediation is commenced. Mediation will not defer or suspend Premier's exercise of any termination right under Section 13 of this Agreement.

20.2 Mediation Procedures

No litigation may be commenced on any claim which is subject to mediation prior to the mediation termination date, as defined in Section 20.2.3, whether or not the mediation has been commenced. Mediation under this Section is not intended to alter or suspend the rights or obligations of the parties under this Agreement or to determine the validity or effect of any provision of this Agreement, but is intended to furnish the parties an opportunity to resolve disputes amicably, expeditiously and in a cost-effective manner on mutually acceptable terms.

20.2.1 Mediation will be commenced by the party requesting mediation giving written notice of the request for mediation to the party with whom mediation is sought. The notice must specify with reasonable particularity the matters for which mediation is sought.

20.2.2 Mediation will be conducted by a mediator or mediation program designated by Premier in writing. Premier will make the designation within a reasonable time after issuance of the mediation request.

20.2.3 Mediation will be concluded within 45 days of the issuance of the request, or such longer period as may be agreed upon by the parties in writing ("mediation termination date"). All aspects of

the mediation process will be treated as confidential, will not be disclosed to others, and will not be offered or admissible in any other proceeding or legal action whatsoever. The parties will bear their own costs of mediation, and will share equally in the cost of the mediator or mediation service.

20.3 Venue for Litigation

Any judicial action brought by Franchisee against Premier must be brought exclusively, and any action brought by Premier against Franchisee may be brought, in the federal district court covering the location at which Premier has its principal place of business at the time the action is commenced; provided, however, that if the federal court would not have subject matter jurisdiction had the action been commenced in such court, then, in such event, the action must (with respect to actions commenced by Franchisee) and may (with respect to actions commenced by Premier) be brought in the state court within the judicial district in which Premier has its principal place of business at the time the action is commenced. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

20.4 Governing Law

The Agreement takes effect upon its acceptance and execution by Premier in Virginia, and any claim or controversy arising out of or related to this Agreement, or the making, performance, breach, interpretation, or termination thereof, except to the extent governed by the United States Trademark Act of 1946, will be interpreted and construed under the laws of the Commonwealth of Virginia. In the event of any conflict of law, the laws of Virginia will prevail, without regard to the application of Virginia conflict-of-law rules. If, however, any provision of this Agreement would not be enforceable under the laws of Virginia, and if the Protected Territory is located outside of Virginia and such provision would be enforceable under the laws of the state in which the Protected Territory is located, then such provision will be interpreted and construed under the laws of that state. Nothing in this Section 20.4 is intended by the parties to subject the Agreement to any franchise or similar law, rule, or regulation of the Commonwealth of Virginia to which it would not otherwise be subject. The parties' agreements regarding choice of law and venue set forth in this Section and Section 20.3 are intended to provide each of the parties with the mutual benefit of uniform interpretation of this Agreement in any dispute arising out of this Agreement or the parties' relationship created by this Agreement.

20.5 Non-exclusivity of Remedy

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

20.6 Waiver of Punitive Damages

THE PARTIES MUTUALLY AND WILLINGLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, RECOVERY WILL BE LIMITED TO ACTUAL DAMAGES.

20.7 Waiver of Jury Trial

THE PARTIES MUTUALLY AND WILLINGLY WAIVE THE RIGHT TO A TRIAL BY JURY OF ANY AND ALL CLAIMS MADE BETWEEN THEM WHETHER NOW EXISTING OR ARISING IN THE FUTURE, INCLUDING ANY AND ALL CLAIMS, DEFENSES, COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS AND INTERVENOR'S CLAIMS WHETHER ARISING FROM OR RELATED TO THE SALE, NEGOTIATION, EXECUTION, OR PERFORMANCE OF THE TRANSACTIONS TO WHICH THIS AGREEMENT RELATES.

20.8 Limitation Period for Actions

EXCEPT FOR CLAIMS RELATING TO UNDERREPORTING OF REVENUE AND/OR INDEMNIFICATION, WHICH CLAIMS WILL BE SUBJECT ONLY TO THE APPLICABLE STATE OR FEDERAL STATUTE OF LIMITATIONS, ANY AND ALL CLAIMS AND ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE RELATIONSHIP OF PREMIER AND FRANCHISEE, OR A PARTY'S PERFORMANCE UNDER THIS AGREEMENT; BROUGHT BY ANY PARTY HERETO AGAINST ANY OTHER MUST BE COMMENCED WITHIN TWO YEARS FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIM OR ACTION, OR SUCH CLAIM OR ACTION WILL BE FOREVER BARRED.

20.9 Right to Injunctive Relief

Nothing herein contained will bar Premier's right to seek injunctive relief without the posting of any bond or security to obtain the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of this Agreement relating to Franchisee's (i) use of the Proprietary Marks; (ii) assignment or proposed assignment of the assets of the Store, this Agreement or any ownership interest in Franchisee; or (iii) actions covered by the provisions of Section 15.8. Premier also will be able to seek injunctive relief to prohibit any act or omission by Franchisee or its employees that constitutes a violation of any applicable law, is dishonest or misleading to Franchisee's customers or the public, or which may impair the goodwill associated with the Proprietary Marks; and Franchisee agrees to pay all costs and reasonable attorneys' fees incurred by Premier in obtaining such relief.

21. MISCELLANEOUS PROVISIONS

21.1 Obtaining Approvals

Whenever this Agreement requires the prior approval or consent of Premier, Franchisee must make a timely written request to Premier therefor, and such approval or consent must be obtained in writing. Premier makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee, by providing any waiver, approval, consent, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.

21.2 No Waiver

No delay, waiver, omission, or forbearance on the part of Premier to exercise any right, option, duty, or power arising out of this Agreement, or any similar agreement with another franchisee, or any breach or default by Franchisee, or by any other franchisee, of any of the terms, provisions, or covenants thereof, and no custom or practice by the parties at variance with the terms hereof, will constitute a waiver by Premier to subsequently enforce any such right, option, or power as against Franchisee, or as to a subsequent breach or default by Franchisee. Subsequent acceptance by Premier of any payments due to it hereunder will not be deemed to be a waiver by Premier of any preceding or succeeding breach by Franchisee of any terms, covenants, or conditions of this Agreement.

21.3 Severability and Construction

Except as expressly provided to the contrary herein, each section, part, term, and provision of this Agreement will be considered severable; and if, for any reason, any section, part, term, provision, and/or covenant herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such will not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, provisions, and/or covenants of this Agreement as may remain otherwise intelligible; and the latter will continue to be given full force and effect and bind the parties hereto; and the invalid portions, sections, parts, terms, provisions, and/or covenants will be deemed not to be a part of this Agreement.

21.4 Survival of Obligations after Expiration or Termination of Agreement

Any provision or covenant of this Agreement which expressly or by its nature imposes obligations beyond the expiration or termination of this Agreement will survive such expiration or termination.

21.5 Enforceability of Modified Provisions

Franchisee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court or agency having valid jurisdiction may hold to be unreasonable and unenforceable in an unappealed final decision to which Premier is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court or agency order.

21.6 Force Majeure

If any party's performance of any obligations under this Agreement is prevented, hindered or delayed because of force majeure and not through any act or omission of such party, which cannot be overcome by use of normal commercial measures, the parties will be relieved of their respective obligations to the extent the parties are respectively necessarily prevented, hindered or delayed in performance during the period of force majeure. As used in this Agreement, the term "force majeure" means any act of God, strike, lock-out or other industrial disturbance, war (declared or undeclared), riot, epidemic, fire or other catastrophe, act of any government and any other similar cause not within the control of the affected party. Force majeure will not apply to a party's financial inability to perform unless the principal and initiating cause was a force majeure event. The party whose performance is affected by an event of force majeure must give prompt notice of the force majeure event to the other party in the manner set forth in Section 18.1, setting forth the nature of the event, an estimate as to its duration and a plan for resuming compliance with this Agreement, which the party must promptly undertake and maintain with due diligence.

21.7 Atypical Arrangements

Premier may modify the offer of its franchises to other franchisees or its ongoing relationship with other franchisees in any manner and at any time, which offers, agreements and/or modifications have or may have terms, conditions, and obligations which may differ from the terms, conditions, and obligations in this Agreement.

21.8 Interpretation of Agreement

No provision of this Agreement may be interpreted in favor of, or against, any party because of the party that drafted this Agreement.

21.9 "Affiliate" and "Owner" Defined

For purposes of this Agreement, the term "Affiliate" means any person or legal entity that directly or indirectly controls, is controlled by, or is under common control with Premier. The term "Owner" means a shareholder of a corporation, a general or limited partner of a partnership, or a member of a limited liability company.

21.10 Costs and Attorneys' Fees

If Premier incurs costs and expenses due to Franchisee's failure to pay when due amounts owed, to submit when due any reports, information, or supporting records, or otherwise to comply with its obligations pursuant to this Agreement, Franchisee must reimburse Premier for all of the costs and expenses incurred, including, without limitation, reasonable accounting, attorneys' and related fees in attempting to secure Franchisee's compliance with its obligations to do so, which obligation will arise regardless of whether Premier initiates a formal legal proceeding.

21.11 Premier's Business Judgment

Whenever Premier exercises a right and/or discretion to take or withhold an action, or to grant or decline to grant Franchisee a right to take or withhold an action, except as otherwise expressly and specifically provided in this Agreement, Premier may make such decision or exercise its right and/or discretion on the basis of its judgment of what is in its best interests. "Best interests" includes what Premier believes to be the best interests of the System at the time the decision is made or the right or discretion is exercised even though (a) there may have been other alternative decisions or actions that could have been taken; (b) Premier's decision or action taken promotes Premier's financial or other individual interest; or (c) Premier's decision or the action it takes may apply differently to different franchisees or any company-owned or Affiliate-owned Stores. In the absence of an applicable statute, Premier will have no liability to Franchisee for any such decision or action. The exercise of the right or discretion will not be subject to limitation or review. If applicable law implies a covenant of good faith and fair dealing in this Agreement, Premier and Franchisee agree that such covenant will not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement and that this Agreement grants Premier the right to make decisions or take/refrain from taking actions not inconsistent with Franchisee's rights and obligations hereunder.

21.12 Recognition of Business Risks

Franchisee represents that it has conducted an independent investigation of the proposed franchise and recognizes that the business venture contemplated by this Agreement involves substantial business risks and that its success will be largely dependent upon the ability of Franchisee as an independent businessperson or business. Except as may appear in the Franchise Disclosure Document provided to Franchisee, Premier expressly disclaims the making of any representation, warranty or guarantee, express or implied, as to the past, current, or potential sales, income, profits, or success of the business venture contemplated by this Agreement, or of other Stores.

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

PREMIER RENTAL PURCHASE, INC.	**FRANCHISEE:**_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Attachment A to
Franchise Agreement

DATA SHEET

SECTION REFERENCE	SUBJECT	FRANCHISEE'S INFORMATION
Section 1.2	Approved Location	[insert Store address]
Section 1.3	Protected Territory	[insert "radius of one (1) mile from Approved Location" or alternative description as appropriate]
Section 4.1	Initial Franchise Fee	[insert amount]
Section 18	Address for Legal Notice	[insert Franchisee's business address]

NEW STORE OPENING SUPPLIES

Form#	Description	Qty.	Ship
Operational Materials: Vendor Digilink https://premier.orderit247.com/login			
PRP-1005	Receipt Book	w/50	
PRP-1006	Customer Order Form	100	5
PRP-1008	Customer Convenience Delivery Envelope	250	1
PRP-1009	Employment Application	50	3
PRP-1010	"Sorry We Missed You" Door Hangers	250	4
PRP-1012	Business Cards/Store	1000	1
PRP-1017	Skip Trace Folder	1	1
PRP-1037	Delivery Log Sheet/Daily Planner	1	1
PRP-1101	Premier Rental-Purchase Letterhead	500	1
PRP-1102	Premier Rental-Purchase Envelope	500	1
PRP-1103	Premier Note Cards w/Envelopes	50	1
PRP-1107	Business Cards/Individualized	2000	1
PRP-1201	Price Tag 5x7	500	1
PRP-1205	Manager Special Tag 5x7	100	1
PRP-1206	Sold Tag 5x7	100	1
PRP-1207	Group Price Tag 8 ½ x 11	250	1
	Customer Benefits Brochure	50	1
Sales Materials: Vendor Siffron www.siffron.com			
PRP-1208	5x7 Price Tag Holder (Slant back item #2208088600)	1	50
PRP-1210	8 1/2x11 Price Tag Holder (slant back item#2201885101)	1	15
PRP-1211	8 1/2x11 Literature Holder (slant back item#2201885101)	1	0
PRP-1212	5x7 Price Tag Holder (plastic pouch item #3207133204)	100	1
PRP-1215	Club Brochure Holder (item#9201654601)	1	1
PRP-1216	DBA Plaque RecognitionSource.com	1	1
PRP-1217	Poster Frames 3707215207 (blk) 3705724208 (silver)	2	

Form#	Description	Qty.	Ship

Promotional Materials/Apparel: Vendor FW Promo sarah@fwpromo.com or 817-637-2150 or 970-324-1852

PRP-1607	Premier Balloons	200	1
PRP-1608P	Premier Associate Shirt (polo)	1	12
PRP-1609	Premier Associate Jacket	1	4
PRP-1610	Premier Key Chain	1	10

Interior/Exterior Graphics: Vendor Vox populi

PRP-1908	Premier Door Logo & 800 Display	1	1
PRP-1909	Premier Window Store Hrs decal kit	1	1
PRP-1911	Premier Window Graphics -**40 linear ft. max.** 12" font: open sans	1	1
Charge for additional needed at $35 per linear ft.			
PRP-1923A	Coming soon Banner	1	1
PRP-192B	Grand Opening Banner	1	1
PRP-1922	800 Wall Sign	1	1
PRP-1920	Premier 9" Payment Counter Sign	1	1
Premier 3D logo for behind counter 9 ½" tall Premier, 4 ¾" tall Rental Purchase, ¼" thickness,			
PRP-1942	Entry Mat 4'x6' (Vendor: Direct Mat 800-295-3932, Drew)	1	1

_____ Premier initials

_____ Franchisee initials

FORM OF LEASE RIDER

THIS ADDENDUM amends and supplements the Lease Agreement dated _____ (the **"Lease"**) between _____ (**"Lessor"**) and _____ (**"Lessee"**), a franchisee of PREMIER RENTAL PURCHASE, INC. (**"Premier"**).

1. Lessee intends to operate a PREMIER RENTAL-PURCHASE franchise at the premises specified in the Lease (the **"Premises"**) under the terms of a Franchise Agreement between Lessee and Premier (the **"Franchise Agreement"**).

2. Lessor and Lessee agree as follows:

a. Lessor consents to Lessee's use of the Marks, signage, décor items, and color scheme prescribed by Premier for a PREMIER RENTAL-PURCHASE store.

b. The use of the Premises is restricted solely to the operation of a PREMIER RENTAL-PURCHASE store during the term of the Franchise Agreement.

c. Lessee is prohibited from subleasing or assigning all or any part of its occupancy rights or from extending the term of or renewing the lease without Premier's prior written consent.

d. Lessor will provide Premier with copies of all notices of default given to Lessee under the Lease and a reasonable opportunity to cure the default on Lessee's behalf.

e. Premier has the right to enter the Premises to make modifications necessary to protect its Marks and System (as defined in the Franchise Agreement) or to cure any default under the Franchise Agreement or under the Lease.

f. Premier has the option, within thirty (30) days after expiration or termination of the Franchise Agreement, and upon notice to Lessor, to assume (or to have Premier's designee assume) all of Lessee's rights and obligations under the Lease, including any right to assign or sublease.

g. Lessee has the right, without the prior approval of Lessor, to remodel the Premises as and when required by the Franchise Agreement.

h. Lessee has the right, without Lessor's prior approval, to assign the Lease or sublet the leased Premises to Premier or any of its affiliates, or to any other PREMIER RENTAL-PURCHASE franchisee for operation under the PREMIER RENTAL-PURCHASE brand.

j. Lessor and Lessee will not amend the lease in any manner that could materially affect the foregoing requirements without Premier's prior written consent.

3. Premier is a third party beneficiary with the independent right to enforce the provisions of this Addendum.

LESSOR

By: _____

LESSEE

By: _____

TELEPHONE AND DIGITAL LISTING AGREEMENT

THIS AGREEMENT (the "Agreement"), dated as of _____, 20___ is made by and between **Premier Rental Purchase, Inc.,** a Virginia corporation ("**Premier**") and _____ ("**Franchisee**").

In consideration of the granting of a franchise to Franchisee pursuant to a Franchise Agreement executed contemporaneously herewith and other valuable consideration, the parties hereto agree as follows:

1. Franchisee is authorized to obtain telephone service and digital listings for Franchisee's Premier Rental-Purchase Store located at _____. Franchisee is authorized and agrees to secure listings only in the name of Premier Rental Purchase, Inc. Franchisee will be responsible for the payment of any and all service charges and fees in connection with obtaining telephone services, advertising and digital listings.

2. Franchisee hereby assigns to Premier all telephone numbers and digital listings associated with the operation of Franchisee's Store located at the above-stated address, which assignment will become effective immediately upon the termination of Franchisee's association with Premier. This assignment is irrevocable and this Agreement will constitute conclusive evidence of such assignment. Franchisee agrees to pay the telephone company and digital listing services all monies required to effectuate this assignment. Premier will deliver this Agreement to the telephone company, digital listing services, or any other relevant party to effectuate such assignment. Franchisee agrees to indemnify and hold Premier harmless against losses, liabilities, damages, costs, or expenses, including reasonable attorneys' fees, incurred by Premier that arise out of or result from any claims of the telephone company and digital listing services arising prior to assignment to Premier.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

FRANCHISEE: _____

By: _____

Title: _____

PREMIER RENTAL PURCHASE, INC.

By: _____
Kenneth P. Earle, President/CEO

Attachment E to
Franchise Agreement

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT FOR INDIVIDUALS

1. My name is _____. I am associated with _____ ("**Franchisee**") in the following capacity: _____. I reside at _____.

2. I have been advised by the Franchisee that I must sign this agreement and comply with the obligations described below as a condition of my current association with the Franchisee, as well as a condition of the Franchisee's association with Premier Rental Purchase, Inc. ("**Premier**").

3. Because of my association with the Franchisee, I currently have received, and/or expect to receive, valuable specialized training about a Premier Rental-Purchase business as well as confidential information including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of the Premier business and the businesses of Premier's Affiliates (Premier, Franchisee and Premier's Affiliates collectively being the "**Protected Group**"). In order to protect the legitimate business interests of the Protected Group, and as a condition of my association with the Franchisee, I agree to the following:

a. I will not, during or after my association with the Franchisee, communicate, divulge, or use for the benefit of anyone else any confidential information, knowledge, or know-how which may be communicated to me or which I may learn about it in the course of my association with the Franchisee concerning the methods of operation of the Protected Group. Any and all matters, information, knowledge, know-how, and techniques which either Premier or the Franchisee designates as confidential will be deemed confidential for purposes of this agreement, which information will include but not be limited to, the manuals, marketing, management, and operational plans of any member of the Protected Group. All of the forgoing information will remain confidential unless and until I can demonstrate that the information has become public knowledge.

b. While I am associated with the Franchisee, I will not, either directly or indirectly, myself or through, on behalf of, or in conjunction with any other person or legal entity, divert or attempt to divert any business or present or prospective customer to any Competing Business (as defined in c. below) by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Premier trademarks or business systems, or the Franchisee.

c. During my association with the Franchisee, I will not own, maintain, advise, operate, engage in, be employed by, sell Store assets to, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or any relationship or association with any Competing Business, which is defined as a business which offers consumer goods on a rent-to-own or lease-to-own basis or on retail installment contracts where financing is offered by the seller at the location, or a business which is the same as or similar to a business operated, licensed, or franchised by any member of the Protected Group. During the two-year period immediately following the termination of my association with the Franchisee, the above-described restrictions also will apply, but only to Competing Businesses located (a) where the Franchisee's business is located; or (b) within the Designated Market Area (as defined by Nielsen Media Research) in which the Franchisee's business was located or any other Premier business was open or under construction on the date I signed this agreement.

4. I understand that each member of the Protected Group is a third-party beneficiary of this agreement and may enforce it against me, either by themselves or jointly with the Franchisee. I am aware that any actions I take in violation of this agreement will cause any member of the Protected Group irreparable harm; therefore, I agree that any member of the Protected Group may apply for the issuance of an injunction preventing me from violating this agreement, and I agree to pay to the Protected Group all costs it/they incur, including, without limitation, attorneys' fees, if this agreement is enforced against me.

5. The only way this agreement can be changed is in writing signed by both me and the Franchisee, and countersigned by Premier.

WITNESS: _____

_____ Dated: _____

Attachment F to
Franchise Agreement

GUARANTEE

As an inducement to Premier Rental-Purchase, Inc. ("**Premier**") to execute the Franchise Agreement with _____ ("**Franchisee**") dated _____, 20___, and in consideration of Premier executing the Franchise Agreement and for other valuable consideration received by Guarantors, Guarantors jointly and severally agree as follows:

A. Guarantors (who will consist of the individual(s) who execute this Guarantee) agree to pay or cause to be paid to Premier all monies payable by Franchisee relating to the business operated under the Franchise Agreement, at the times and in the manner specified for payment thereof.

B. Guarantors unconditionally guarantee full performance and discharge by Franchisee of all the obligations of Franchisee under the Franchise Agreement and other agreements relating to the franchise, at the times and in the manner therein provided.

C. Guarantors agree to hold harmless and indemnify Premier against and from all losses, damages, costs, and expenses which Premier may sustain, incur, or become liable for by reason of:

1. the failure for any reason whatsoever of Franchisee to pay monies payable relating to the business operated under the Franchise Agreement, or to do and perform any other act, matter or thing pursuant to the Franchise Agreement and other agreements relating to the franchise; or

2. any act, action, or proceeding of or by Premier for or in connection with the recovery of monies or obtaining performance by Franchisee.

D. Premier will not be obligated to proceed against Franchisee or exhaust any security from Franchisee or pursue or exhaust any remedy, including any legal or equitable relief against Franchisee, before proceeding to enforce the obligations of the Guarantors herein set out, and the enforcement of such obligations may take place before, after, or contemporaneously with enforcement of any debt or obligation of Franchisee.

E. Without affecting the Guarantors' obligations under this Guarantee, Premier, without notice to the Guarantors, may extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee. Guarantors waive notice of amendment of the Franchise Agreement and notice of demand for payment or performance by Franchisee.

F. Guarantors' obligations hereunder will remain in full force and effect, and will be unaffected by: (i) the unenforceability of any agreement against Franchisee; (ii) the termination of any obligations of Franchisee by operation of law or otherwise; (iii) the bankruptcy, insolvency, dissolution, or other liquidation of Franchisee, including, without limitation, any surrender or disclaimer of the Franchise Agreement by the trustee in bankruptcy of Franchisee; (iv) Premier's consent or acquiescence to any bankruptcy, receivership, insolvency, or any other creditor's proceedings of or against Franchisee, or by the winding-up or dissolution of Franchisee, or any other event or occurrence which would have the effect at law of terminating the existence of Franchisee's obligations prior to the termination of the Franchise Agreement; or (v) any other agreements or other dealings between Premier and Franchisee having the effect of amending or altering Franchisee's obligations to Premier, or any want of notice by Premier to Franchisee of any default of Franchisee or by any other matter, thing, act, or omission of Premier whatsoever.

G. ALL DISPUTES INVOLVING A GUARANTOR (WHETHER OR NOT RELATED TO THE GUARANTEE) SHALL BE ADJUDICATED AND RESOLVED IN ACCORDANCE WITH THE PROVISIONS APPLICABLE TO FRANCHISEE WHICH ARE SET FORTH IN SECTION 20 OF THE FRANCHISE AGREEMENT, WHICH SECTION, AMONG OTHER THINGS, INCLUDES A MUTUAL WAIVER OF TRIAL BY JURY, LIMITATIONS ON THE TIME WITHIN WHICH TO COMMENCE AN ACTION, AND A WAIVER

TO THE EXTENT PERMITTED BY LAW OF ANY RIGHT TO OR CLAIM OF ANY PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.

H. Upon the death of a Guarantor, the Guarantor's estate will be bound by this Guarantee, but only for obligations existing at the time of death. The obligations of the surviving Guarantors will continue in full force and effect.

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee on the date set forth adjacent to his or her signature.

GUARANTORS:

_____ _____

Witness

Dated: _____

_____ _____

Witness

Dated: _____

Attachment G to
Franchise Agreement

OWNERSHIP SCHEDULE

Ownership and Management:

The Franchised Business is (will be) operated by (*mark one*):

- individual(s)
- limited liability company
- corporation
- limited partnership
- other (*please identify*): _____

Legal Name of Company: _____

Federal Tax ID #: _____

Business organized under the laws of (*State/Prov.*): _____

Date of State charter: _____

Franchisee represents that the following persons constitute all owners of a legal and/or beneficial interest in Franchisee:

Owner Name	Percentage Ownership	Management Position
_____	%	
_____	%	
_____	%	
_____	%	

IF ANY OWNER LISTED ABOVE IS ITSELF A COMPANY, FRANCHISEE MUST FURNISH ALL OF THE ABOVE INFORMATION FOR THAT COMPANY ON A SEPARATE PAGE.

EXHIBIT B

HOME FURNISHINGS ADDENDUM

PREMIER RENTAL-PURCHASE, INC.

HOME FURNISHINGS ADDENDUM

THIS ADDENDUM ("**Addendum**") is entered into on _____, 20___, by and between Premier Rental-Purchase, Inc. ("**Premier**") and _____ ("**Franchisee**").

RECITALS

A. Simultaneously with the execution of this Addendum, Premier and Franchisee have entered into a franchise agreement ("**Franchise Agreement**") that, among other things, grants Franchisee the right to establish and operate a Premier rental-purchase business ("**Store**").

B. Premier has developed a supplemental business package which features, among others, use of the Premier Home Furnishings federally registered trademark, different décor, an expanded product offering, an enhanced computer software system, and different pricing (collectively, "**Home Furnishing Features**").

C. Franchisee wishes to utilize the Home Furnishing Features as part of Franchisor's Store, and Premier has agreed to permit such use.

D. Premier and Franchisee wish to amend the Franchise Agreement, in the manner set forth in this Addendum, to reflect the terms governing Franchisee's use of the Home Furnishing Features.

E. All capitalized terms in this Addendum shall have the same meaning as in the Franchise Agreement.

Now, therefore, the parties agree as follows:

1. Section 1.3 of the Franchise Agreement is amended to read as follows:

> Premier will not establish, operate, or franchise any entity to establish or operate, a Store at any location within a radius of three (3) miles from the front door of the Approved Location ("**Protected Territory**").

2. Franchisee shall have the right to utilize the Home Furnishing Features as part of Franchisee's Store, subject to Franchisee's strict compliance with Premier's standards, policies and procedures for using the Home Furnishing Features, as set forth in any manuals or other writings furnished to Franchisee.

3. Franchisee shall file monthly reports concerning its customers' payment history with all appropriate credit reporting agencies.

4. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Addendum on the date set forth above.

PREMIER RENTAL-PURCHASE, INC.

By:_____

Print Name:_____

Title:_____

FRANCHISEE

By:_____

Print Name:_____

Title:_____

EXHIBIT C

CONVERSION ADDENDUM

PREMIER RENTAL-PURCHASE, INC.

CONVERSION ADDENDUM FOR CONVERSION OWNERS

THIS CONVERSION ADDENDUM ("**Addendum**") is entered into on _____ 20__ ("**Effective Date**"), by and between Premier Rental-Purchase, Inc. ("**Franchisor**"), and _____ ("**Conversion Owner**").

RECITALS

A. Conversion Owner presently operates a rent-to-own business at the Approved Location ("**Current Business**");

B. Simultaneously with the execution of this Addendum, Franchisor and Conversion Owner have entered into a Franchise Agreement ("**Agreement**") which they wish to modify by this Addendum to provide for the conversion of the Current Business to a Franchised Business and to otherwise modify the Agreement to reflect the fact that Conversion Owner is an experienced operator of an existing rent-to-own business; and

C. All capitalized terms in this Addendum shall have the same meaning as in the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Modification of Premises

Conversion Owner shall modify the Franchised Business premises in the manner and within the timeframe set forth in Exhibit 1.

2. Section 2.2.2 of the Agreement is modified by deleting "$20,000" and replacing it with "$10,000."

3. Initial Franchise Fee

Section 4.1 of the Agreement is deleted in its entirety and replaced with a new Section 4.1:

> 4.1 Franchisor acknowledges receipt from Conversion Owner of an initial franchise fee of $15,000, which payment shall be fully earned and non-refundable when paid, in consideration of the administrative and other expenses incurred by Franchisor in entering into this Agreement, and for Franchisor's lost or deferred opportunity to enter into this Agreement with others.

4. Deleted Provisions of the Agreement

4.1 The following Sections of the Agreement shall be deleted in their entirety, and have no force or effect:

3.2; Section 5; 6.10; 6.14; 14.4; 14.9; 14.10; 15.3; and 15.8

5. Integration

This Addendum shall be considered an integral part of the Agreement but, to the extent that the provisions of this Addendum and the Agreement are inconsistent, the terms of this Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Addendum, the terms of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Addendum on the Effective Date.

PREMIER RENTAL-PURCHASE, INC.

By: _____

Title: _____

CONVERSION OWNER

By: _____

Print Name: _____

Title: _____

EXHIBIT 1

1. Required Modifications To The Franchised Business Premises:

2. Date By Which Required Modifications Must Be Completed:

_____, 20__

Franchisor's Initials: _____

Conversion Owner's Initials: _____

EXHIBIT D

RESERVATION AGREEMENT

PREMIER RENTAL-PURCHASE, INC.

RESERVATION AGREEMENT

THIS RESERVATION AGREEMENT is entered into on _____, 20___, ("**Effective Date**") by and between Premier Rental-Purchase, Inc., a Virginia corporation ("**Franchisor**"), and _____, a _____ ("**Optioner**").

RECITALS

A. Optioner and Franchisor wish to enter into the franchise relationship described in the franchise agreement attached as Exhibit A to this Reservation Agreement ("**Franchise Agreement**").

B. Optioner and Franchisor acknowledge and agree that Optioner must secure financing in order to be able to become a franchisee of Franchisor.

C. Optioner and Franchisor have agreed to delay the execution of the Franchise Agreement and make its execution subject to Optioner's success in obtaining the financing necessary to become a franchisee of Franchisor.

The parties agree as follows:

1. Optioner shall use its best efforts to secure financing within the following parameters ("**Financing Parameters**"):

   a. Minimum Amount: $_____

   b. Minimum Term of Loan: _____

2. Optioner shall submit an application for financing and all supporting materials to a lender no later than _____, 20__.

3. Optioner shall sign the Franchise Agreement in the form appearing at Exhibit A within five days after receipt of notification that its application for financing has been approved for the amount, and containing the terms, that satisfy each of the Financing Parameters. This Reservation Agreement shall be deemed to be terminated simultaneously with the execution of the Franchise Agreement by both parties.

4. Optioner and Franchisor shall each have the right, in their sole discretion, to terminate this Reservation Agreement at any time after either (i) Optioner fails to receive financing approval that satisfies each of the Financing Parameters prior to _____, 202__ or (ii) the lender declines to offer financing to Franchisee that satisfies each of the Financing Parameters. Termination shall be effective upon receipt of a written notice from the terminating party.

5. Simultaneously with the execution of this Reservation Agreement, Optioner shall pay Franchisor a reservation fee of $500, which fee is neither refundable nor applied to the initial franchise fee.

6. While this Reservation Agreement is in effect, Franchisor shall not enter into a franchise agreement with any other entity for a Premier Rental-Purchase store to be located within _____ miles of the following location: _____ _____.

7. Optioner shall not assign this Reservation Agreement or any of its rights or obligations hereunder without Franchisor's prior written consent.

8. The following provisions of the Franchise Agreement shall be incorporated by reference into this Reservation Agreement and made a part hereof as if fully set forth herein:

Section 8 - Confidential Manual and Information
Section 18 - Notices
Section 19 - Entire Agreement
Section 20 - Dispute Resolution

IN WITNESS WHEREOF, the parties have executed this Reservation Agreement on the Effective Date.

Addresses for Written Notices

925 Capital Landing Rd, Suite B
Williamsburg, Virginia 23185

FRANCHISOR

By:_____
Title:_____

OPTIONER

_____
_____
_____

By:_____
Print Name:_____
Title:_____

EXHIBIT A

Franchise Agreement

EXHIBIT E

DEVELOPMENT AGREEMENT

PREMIER
RENTAL-PURCHASE
TM

Development Agreement

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ATTACHMENT B: DEVELOPMENT AREA
ATTACHMENT C: FRANCHISE AGREEMENT
ATTACHMENT D: INDIVIDUAL'S COVENANTS

PREMIER RENTAL-PURCHASE, INC.
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT, made and entered into on _____, 20__, ("**Effective Date**") by and between Premier Rental Purchase, Inc., a Virginia corporation ("**Premier**"), and _____, a _____ ("**Developer**").

RECITALS:

A. Premier has developed a system relating to the establishment and operation of businesses which offer consumer goods on a rent-to-own or lease-to-own basis or on retail installment contracts where financing is offered by the seller at the location ("**System**").

B. The System is identified by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin including, but not limited to, the mark "PREMIER," and such other trade names, service marks, trademarks, and trade dress as are now designated and may hereafter be designated by Premier in writing for use in connection with the System ("**Proprietary Marks**").

C. Developer desires to obtain certain development rights to operate business under the System which use the Proprietary Marks ("**Stores**") and wishes to obtain franchises from Premier for that purpose.

D. Premier has decided, based on the information provided by Developer to Premier, to grant such development rights to Developer, pursuant to the terms and conditions set forth in this Development Agreement ("**Agreement**").

The parties agree as follows:

1. **GRANT**

1.1 Grant

Premier hereby grants to Developer the right, and Developer accepts the obligation, pursuant to the terms and conditions of this Agreement, to establish and operate Stores pursuant to the development schedule set forth in Attachment A hereto ("**Development Schedule**"). A Store shall be located in each of the areas described in Attachment B (collectively "**Development Area**") and at a specific site approved by Premier within a Development Area and shall be established and operated pursuant to a separate franchise agreement ("**Franchise Agreement**") to be entered into between Developer and Premier in accordance with Section 3.1 hereof. Each Store shall be established and operated by Developer or by an entity controlling, controlled by, or under common control with, Developer.

1.2 Protected Development Area

During the term of this Agreement, Premier shall not establish or operate, or franchise other persons to establish or operate, a Store which is located within any of the development areas set forth in Attachment B. Except as specifically provided in the preceding sentence, Developer's rights under this Agreement are not exclusive, and Premier retains the right, among

others, in any manner and on any terms and conditions that Premier deems advisable, and regardless of the proximity to or financial impact on any Development Area and/or any Store established or to be established pursuant to this Agreement:

1.2.1 to own, acquire, establish and/or operate, and license others to establish and operate, Stores outside a Development Area;

1.2.2 to own, acquire, establish and/or operate, and license others to establish and operate, any businesses other than a Store at any location within or outside a Development Area under other proprietary marks or other systems, and regardless of whether such businesses are the same, similar, or different from the Store or may compete with the Store; and

1.2.3 to sell or distribute, at retail or wholesale, directly or indirectly, or license others to sell or distribute, any services or products which bear any proprietary marks, including the Proprietary Marks, whether within or outside a Development Area and through any other distribution channel or venue.

1.3 No Right to Use Proprietary Marks or System

This Agreement is not a franchise agreement and does not grant Developer any right to use or to franchise the use of, the Proprietary Marks or the System.

2. DEVELOPMENT FEE

2.1 Development Fee

Upon execution of this Agreement, Developer shall pay Premier a development fee of $_____, calculated as follows:

Number of Development Areas	Number of Years Reserved	Fee
_____	1 year at $5,000 =	$ _____
_____	2 years at $10,000 =	$ _____
_____	3 years at $15,000 =	$ _____

Developer acknowledges and agrees that in reliance of Developer's agreement to fulfill its future development obligations, this fee has been fully earned as of the Effective Date, in consideration of administrative and other expenses incurred by Premier and for the development opportunities lost or deferred as a result of the rights granted Developer herein.

2.2 Development Fee Credit

Each time that Developer signs a Franchise Agreement pursuant to this Agreement Premier shall reduce the franchise fee payable pursuant to such Franchise Agreement by $5,000 for the first _____ Franchise Agreements signed, $10,000 for the next _____ Franchise Agreements signed, and $15,000 for the remaining ____ Franchise Agreements signed.

3. DEVELOPMENT OBLIGATIONS

3.1 Execution of Franchise Agreements

Developer shall execute a Franchise Agreement for each Store to be franchised, the form of which shall be that which is then being offered by Premier to new franchisees for Stores. The current form of Franchise Agreement is attached as Attachment C hereto.

3.2 Development Schedule

Recognizing that time is of the essence, Developer agrees to satisfy the Development Schedule by executing Franchise Agreements and opening and operating Stores within the timeframes established in the Development Schedule. Failure by Developer to adhere to any date set forth in the Development Schedule shall constitute a default under this Agreement, as provided in Section 7.1.2.

3.3 Right to Require Developer to Accelerate Development

If, during the term of this Agreement, a third party submits to Premier a written offer to execute a Franchise Agreement for a Store to be located in any of the development areas constituting the Development Area, and such offer is submitted at least 180 days after Developer (or an affiliate of Developer) has executed a Franchise Agreement pursuant to this Agreement, then, in such event, Premier shall provide written notice to Developer of such offer. Within 20 days from receipt of Premier's written notice, Developer shall have the right, but not the obligation, to execute the next Franchise Agreement required by the Development Schedule containing, at Developer's option, the terms required by this Agreement or the terms offered by the third party. If Developer executes a new Franchise Agreement, then Premier shall not accept the third party's offer and also shall not accept a future offer from a third party for at least 180 days from the date of Premier's written notice to Developer of the prior offer. If Developer does not execute a new Franchise Agreement within 20 days from receipt of Premier's written notice, then Premier shall have the right to enter into a Franchise Agreement with the third party for a Store in the development area referenced in Premier's original written notice to Developer, in which event a) Developer's obligations under the Development Schedule shall be reduced by one Store by revising the Development Schedule to eliminate Developer's obligation to develop the last then-listed Store on the Development Schedule; and b) the Franchise Fee for the next Franchise Agreement to be signed shall be reduced (in addition to the reduction provided for in Section 2.2) by the amount that it otherwise would have been reduced if Developer has signed a Franchise Agreement for the next Store to have been developed under the Development Schedule.

4. TERM

4.1 Term

Unless sooner terminated as hereinafter provided, the term of this Agreement, and all rights granted hereunder, shall expire on the date set forth in the Development Schedule as the date on which the final Store is to be opened.

5. DEVELOPER'S CONFIDENTIALITY AND NON-COMPETITION COVENANTS

5.1 Confidentiality of Information

Developer shall not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of anyone else, any confidential information, knowledge, or know-how concerning the methods of operation of a business with which Premier or an affiliate of Premier may be engaged, or a Store which may be communicated to Developer, or of which Developer may be apprised, by virtue of Developer's association with Premier. Developer shall divulge confidential information only to those Principals (as that term is defined in Section 13.5) and employees who must have access to it in order to perform their employment responsibilities. All matters, information, knowledge, know-how, and techniques which Premier designates as confidential shall be deemed confidential for purposes of this Agreement unless and until Developer shall demonstrate that the information has become public knowledge. Developer acknowledges that any failure to comply with the requirements of this Section 5.1 will result in irreparable injury to Premier for which no adequate remedy at law may be available. All Principals or employees who may have access to any confidential information regarding a Premier business or a Store shall execute covenants that they will maintain the confidentiality of information they receive in connection with their association with Developer. Such covenants shall be on a form provided by Premier, which form shall, among other things, designate Premier as a third party beneficiary of such covenants with the independent right to enforce them.

5.2 Non-Competition During Term of Agreement

Developer specifically acknowledges that, pursuant to this Agreement, Developer and its Principals will receive valuable confidential information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of Premier and the System. Developer and its Principals each covenant that during the term of this Agreement, except as otherwise approved in writing by Premier, each shall not, either directly or indirectly, for itself or through, on behalf of, or in conjunction with any person or legal entity:

5.2.1 Divert or attempt to divert any business or present or prospective customer to any Competing Business (as defined in Section 5.10), by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks or the System; or

5.2.2 Own, maintain, advise, operate, engage in, be employed by, transfer Store assets to, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with, any Competing Business.

5.3 Non-Competition After Expiration or Termination of Agreement

Developer covenants that it shall not, without Premier's prior written consent, for a continuous, uninterrupted one year period commencing upon the date of: (a) a transfer permitted under Section 6 of this Agreement; (b) expiration of this Agreement; (c) termination of this Agreement (regardless of the cause for termination); or (d) a final decision of an arbitrator or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing events or with respect to enforcement of this Section 5.3; either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, or legal entity, own, maintain, advise, operate, engage in, be employed by, transfer Store assets to, make loans to, or have any interest in or relationship or association with a Competing Business which is located

within (i) the Development Area; or (ii) the Designated Market Area in which any Store in the System is located as of the Effective Date of this Agreement.

5.4 Non-Competition With Premier Affiliated Businesses During Term of Agreement

Developer acknowledges and agrees that Developer and its Principals may receive valuable and confidential information regarding the operational, sales, promotional, and marketing materials and techniques of Premier's affiliates at Premier's convention and/or through receipt of ongoing communications from Premier. Accordingly, Developer and its Principals each covenant that during the term of this Agreement, except as otherwise approved in writing by Premier, each shall not, either directly or indirectly, for itself or through, on behalf of, or in conjunction with any person or legal entity, own, maintain, advise, operate, engage in, be employed by, transfer Store assets to, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with, any business which is the same or similar to a business operated, licensed, or franchised by an affiliate of Premier.

5.5 Exceptions to Non-Compete Covenants

Sections 5.2 to 5.4 do not apply to ownership by Developer of any Store franchised by Premier to Developer or to the ownership of a less than five percent beneficial interest in the outstanding equity securities of any company registered under the Securities Act of 1933 or the Securities Exchange Act of 1934.

5.6 Reducing Scope of Covenants

Developer understands and acknowledges that Premier shall have the right, in its sole discretion, to reduce the scope of any restriction set forth in Section 5 of this Agreement, or any portion thereof, without Developer's consent, effective immediately upon receipt by Developer of written notice thereof; and Developer agrees to comply with any restriction as so modified, which shall be fully enforceable notwithstanding the provisions of Section 11.1 hereof.

5.7 Enforceability Not Affected by Developer Claims

Developer expressly agrees that the existence of any claims it may have against Premier, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Premier of the covenants in this Section 5. Developer agrees to pay all costs and expenses (including reasonable attorneys' fees) incurred by Premier in connection with the enforcement of this Section 5.

5.8 Agreements From Individuals

Developer shall obtain agreements similar to those set forth in this Section 5 from each of the following persons: (a) all officers and directors of a corporate Developer; and (b) all Principals. A copy of the current form on the Effective Date of this Agreement is attached as Attachment D.

5.9 Breach of Covenants Causes Irreparable Injury

Developer acknowledges and agrees that the covenants set forth in this Section are reasonable in nature, geographical scope and duration, and that Developer's violation of any covenant of this Section 5 or any action described in Section 7 would result in irreparable injury to Premier for which no adequate remedy at law may be available, and Developer consents to

the issuance of, and agrees to pay all court costs and reasonable attorneys' fees incurred by Premier in obtaining, without the posting of any bond, an *ex parte* or other order for injunctive or other legal or equitable relief with respect to such conduct or action.

5.10 "Competing Business" Defined

The term "Competing Business" means a business which offers consumer goods on a rent-to-own or lease-to-own basis or on retail installment contracts where financing is offered by the seller at the location.

6. TRANSFER OF INTEREST

6.1 Transfer by Premier

Premier shall have the right to transfer or assign all or any part of its rights or obligations under this Agreement to any person or legal entity. With respect to any assignment which results in the subsequent performance by the assignee of all of Premier's obligations under this Agreement, the assignee shall expressly assume and agree to perform such obligations, and shall become solely responsible for all obligations of Premier under this Agreement from the date of assignment. In addition, and without limitation to the foregoing, Developer expressly affirms and agrees that Premier may sell its assets, its Proprietary Marks or its System; may sell its securities in a public offering or in a private placement; may merge, acquire other corporations, or be acquired by another corporation; and may undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring.

6.2 Transfer By Developer

The rights granted to Developer are personal to Developer; therefore, Developer shall not transfer or assign all or any part of its rights or obligations under this Agreement (and if Developer is a corporation, partnership, or liability company, no shareholder, partner, or member shall transfer or assign any interest in Developer) to any person or legal entity without Premier's prior written consent, which consent may be denied with or without cause by Premier in its sole and absolute discretion.

6.3 No Waiver of Claims

Premier's consent to a transfer shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Premier's right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.

6.4 Transfer by Developer Bankruptcy – Right of First Refusal

If, for any reason, this Agreement is not terminated pursuant to Section 7 and this Agreement is assumed, or assignment of the same to any person or entity who has made a *bona fide* offer to accept an assignment of this Agreement is contemplated, pursuant to the United States Bankruptcy Code, then notice of such proposed assignment or assumption, setting forth (a) the name and address of the proposed assignee, (b) all of the terms and conditions of the proposed assignment and assumption; and (c) the adequate assurance of the proposed assignee's future performance of this Agreement referred to in Section 3.65(b)(3) of the U.S. Bankruptcy Code, shall be given to Premier within 20 days after receipt of such proposed assignee's offer to accept assignment of this Agreement, and, in any event, within ten days prior

to the date application is made to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption, and Premier shall thereupon have the prior right and option, to be exercised by notice given at any time prior to the effective date of such proposed assignment and assumption, to accept an assignment of this Agreement to Premier itself upon the same terms and conditions and for the same consideration, if any, as in the *bona fide* offer made by the proposed assignee, less any brokerage commissions which may be payable by Developer out of the consideration to be paid by such assignee for the assignment of this Agreement.

6.5 Premier's Consent to Intra-Developer Transfers

Premier shall consent to a transfer between and among shareholders of a corporate Developer, partners of a partnership Developer, or members of a limited liability company Developer, unless, in Premier's good faith judgment, as a result of the transfer Developer no longer possesses the expertise or financial resources and capital to fulfill its obligations under this Agreement.

7. DEFAULT AND TERMINATION

7.1 Termination With Notice and Without Opportunity to Cure

Developer shall be in default hereunder, and Premier may, at its option, terminate this Agreement and all rights granted hereunder, without affording Developer any opportunity to cure the default, effective immediately upon receipt of notice by Developer upon the occurrence of any of the following events:

7.1.1 If Developer, or a Principal: (i) is convicted of a felony, a crime involving moral turpitude, or engages in any other activity that Premier believes is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or Premier's interest therein; or (ii) engages in any other activity which, in Premier's reasonable judgment, is morally offensive to community standards;

7.1.2 If Developer fails to comply with any obligation set forth in the Development Schedule;

7.1.3 If any Franchise Agreement executed pursuant to this Agreement, or any other agreement between Developer and Premier or its affiliates, is terminated due to a breach or default by Developer;

7.1.4 If any purported assignment or transfer of any direct or indirect interest in this Agreement, in Developer, or in all or substantially all of Developer's assets is made without Premier's prior written consent, contrary to the terms of Section 6.2 hereof;

7.1.5 If Developer or any Principal or employee of Developer discloses or divulges any confidential information in violation of Section 5.1 hereof;

7.1.6 If Developer becomes insolvent, makes a general assignment for the benefit of creditors, or a petition in bankruptcy is filed by Developer, or such petition is filed against and not opposed by Developer;

7.1.7 If Developer fails to comply with the covenants in Section 5.2 hereof or fails to deliver to Premier the executed covenants required by Section 5.8 hereof;

7.1.8 If Developer or a Principal has made any misrepresentation to Premier prior to the Effective Date or during the term of this Agreement;

7.1.9 If Developer, within 12 months after curing a default pursuant to Section 7.2 hereof, commits the same, similar, or different default, whether or not cured after notice; or

7.1.10 If Developer's assets, property, or interests are "blocked" under any Anti-Terrorism Law or if Developer or any Principal appears on a "blocked persons" list under any such law.

7.2 Termination With Notice and Opportunity to Cure

Except as provided in Section 7.1 herein, Developer shall have 30 days after its receipt from Premier of a written Notice of Termination within which to remedy any default under this Agreement and to provide evidence thereof to Premier. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to Developer effective immediately upon expiration of the 30 day period or such longer period as applicable law may require. Developer shall be in default pursuant to this Section 7.2 for failure to substantially comply with any of the requirements imposed by this Agreement, or for failure to carry out the terms of this Agreement in good faith.

8. OBLIGATIONS UPON TERMINATION OR EXPIRATION

Upon termination or expiration of this Agreement, all rights granted hereunder to Developer shall forthwith terminate, and:

8.1 No Right to Open Additional Stores

Developer shall have no right to establish or operate any Store for which a Franchise Agreement has not been executed by Premier at the time of termination.

8.2 Premier's Right to Establish Stores

Premier shall have the right to establish, and to franchise others to establish, Stores in the Development Area except as may be otherwise prohibited under any Franchise Agreement in effect between Premier and Developer.

8.3 Premier's Right to Terminate Existing Franchise Agreements and Purchase Assets

In the event of termination for any default by Developer, Premier shall have the option, to be exercised within 60 days after this Agreement is terminated, to terminate any Franchise Agreement executed pursuant to this Agreement and/or purchase Developer's interest in any or all Stores, regardless of whether such Store(s) are under construction or are open and operating, and all of the construction materials, furnishings, equipment, signs, fixtures, supplies, inventory, or other tangible personal property of Developer related to such Store(s), at the lesser of Developer's net book value or fair market value. If the parties cannot agree on the purchase price within 60 days after Premier exercises such option, a qualified independent appraiser shall be designated by Premier, and the appraiser's determination of the appropriate purchase price shall

be final and binding. If Premier elects to exercise such option to purchase, it shall have the right to set off any and all amounts due from Developer and the cost of the appraisal, if any, against any payment therefor.

8.4 Irreparable Injury to Premier

Developer agrees and acknowledges that Developer's failure to comply with the provisions of this Section 8 will result in irreparable harm to Premier and to the Proprietary Marks, and Developer agrees to pay all damages, expenses, court costs and reasonable attorneys' fees incurred by Premier in obtaining specific performance of, or an injunction against violation of, and/or damages resulting from a violation of, the requirements of this Section 8.

8.5 Return of Materials Containing Confidential Information

Developer shall immediately deliver to Premier all materials in Developer's possession or control which contain confidential information.

8.6 Non-Competition

Developer and those individuals required to sign agreements pursuant to Section 5 shall comply with the post-term non-competition covenants described in Section 5.3.

9. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

9.1 No Fiduciary Relationship

This Agreement does not create a fiduciary relationship between the parties hereto. Developer shall be an independent contractor; and nothing in this Agreement is intended to constitute or appoint either party an agent, legal representative, subsidiary, joint venture, partner, employee, or servant of the other for any purpose whatsoever.

9.2 Independent Contractor

Developer acknowledges and agrees that it is not authorized to make any contract, agreement, warranty, or representation on behalf of Premier, or to incur any debt or other obligations in the name of Premier; and that Premier shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall Premier be liable by reason of any act or omission of Developer or for any claim or judgment arising therefrom against Developer.

9.3 Indemnification

Developer shall indemnify and hold harmless to the fullest extent permitted by law, Premier, its affiliates and their respective directors, officers, employees, shareholders, and agents, (collectively, "**Indemnitees**") from any and all Losses and Expenses (as hereinafter defined) incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof which arises directly or indirectly from, as a result of, or in connection with Developer's performance under this Agreement ("**Event**"), and regardless of whether same resulted from any strict or vicarious liability imposed by law on the Indemnitees, provided, however, that this indemnity shall apply to the negligence of Indemnitees but shall not

apply to any liability arising from the gross negligence of Indemnitees (except to the extent that joint liability is involved, in which event the indemnification provided herein shall extend to any finding of comparative negligence or contributory negligence attributable to Developer). For the purpose of this Section 9.3, the term "**Losses and Expenses**" shall be deemed to include compensatory, exemplary, or punitive damages; fines and penalties; attorneys' fees; experts' fees; court costs; costs associated with investigating and defending against claims; settlement amounts; judgments; compensation for damages to the reputation and goodwill of Premier; and all other costs associated with any of the foregoing losses and expenses. Developer shall give Premier prompt notice of any event of which it is aware, for which indemnification is required, and, at the expense and risk of Developer, Premier may elect to assume (but under no circumstance is obligated to undertake) the defense and/or settlement thereof, provided that Premier will seek the advice and counsel of Developer in connection with any defense. Any assumption of Premier shall not modify Developer's indemnification obligation. Premier may, in its sole judgment, take such actions as it deems necessary and appropriate to investigate, defend, or settle any Event or take other remedial or corrective actions with respect thereof as may be, in the sole judgment of Premier, necessary for the protection of the Indemnitees or the System.

10. NOTICES

10.1 Notices

Any and all notices furnished pursuant to this Agreement shall be in writing and shall be personally delivered, sent by telecopier, or dispatched by overnight delivery envelope to the respective parties at the addresses set forth on the signature page of this Agreement, unless and until a different address has been designated by written notice to the other party. Notices shall be deemed to have been received as follows: by personal delivery or telecopier -- at time of delivery; and by overnight delivery service -- on the second business day following the date on which the Notice was given to the overnight delivery service. Notices furnished by telecopier shall be confirmed by overnight delivery service. Revisions to any manuals and/or other written instructions that Premier furnishes to Developer shall not be deemed as "Notices" for the purposes of delivery requirements of this Section 10.

11. ENTIRE AGREEMENT

11.1 Entire Agreement

This Agreement and any attachments hereto and any ancillary agreements constitute the entire and complete agreement between Premier and Developer concerning the subject matter thereof, and supersede all prior agreements, no other representations having induced Developer to execute this Agreement. Developer acknowledges that it is entering into this Agreement and any ancillary agreements executed contemporaneously herewith as a result of its own independent investigation of the business franchised hereby and not as a result of any representation made by Premier or persons associated with Premier, or other developers, which are contrary to the terms set forth in this Agreement or any information appearing in Premier's Franchise Disclosure Document; provided, however, that nothing in this Agreement is intended to disclaim any representation made in Premier's Franchise Disclosure Document, including any exhibits or amendments thereof. Except for those permitted hereunder to be made unilaterally by Premier, no amendment, change, or variation from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

12. DISPUTE RESOLUTION

12.1 Mediation of Disputes

Except as otherwise provided in the Agreement, any claim or controversy arising out of or related to the Agreement, or the making, performance, breach, or interpretation thereof, except for any actions brought with respect to: (i) the Proprietary Marks; (ii) issues concerning alleged violations of federal or state antitrust laws; (iii) securing injunctive relief or specific performance; (iv) the right to indemnification or the manner in which it is exercised; or (v) termination by Premier, shall first be subject to non-binding mediation to be held in the geographic area where Premier has its principal place of business at the time the mediation is commenced. Mediation shall not defer or suspend Premier's exercise of any termination right under Section 7 of this Agreement.

12.2 Mediation Procedures

No litigation may be commenced on any claim which is subject to mediation prior to the mediation termination date, as defined in Section 12.2.3, whether or not the mediation has been commenced. Mediation under this section is not intended to alter or suspend the rights or obligations of the parties under this Agreement or to determine the validity or effect of any provision of this Agreement, but is intended to furnish the parties an opportunity to resolve disputes amicably, expeditiously and in a cost-effective manner on mutually acceptable terms.

12.2.1 Mediation shall be commenced by the party requesting mediation giving written notice of the request for mediation to the party with whom mediation is sought. The notice shall specify with reasonable particularity the matters for which mediation is sought.

12.2.2 Mediation shall be conducted by a mediator or mediation program designated by Premier in writing. Premier shall make the designation within a reasonable time after issuance of the mediation request.

12.2.3 Mediation shall be concluded within 45 days of the issuance of the request, or such longer period as may be agreed upon by the parties in writing ("**mediation termination date**"). All aspects of the mediation process shall be treated as confidential, shall not be disclosed to others, and shall not be offered or admissible in any other proceeding or legal action whatsoever. The parties shall bear their own costs of mediation, and shall share equally in the cost of the mediator or mediation service.

12.3 Choice of Venue

Any judicial action brought by Developer against Premier shall be brought exclusively, and any action brought by Premier against Developer may be brought, in the federal district court covering the location at which Premier has its principal place of business at the time the action is commenced; provided, however, that if the federal court would not have subject matter jurisdiction had the action been commenced in such court, then, in such event, the action shall (with respect to actions commenced by Developer) and may (with respect to actions commenced by Premier) be brought in the state court within the judicial district in which Premier has its principal place of business at the time the action is commenced. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

12.4 Choice of Law

This Agreement takes effect upon its acceptance and execution by Premier in Virginia, and any claim or controversy arising out of or related to this Agreement, or the making, performance, breach, interpretation, or termination thereof, except to the extent governed by the United States Trademark Act of 1946, shall be interpreted and construed under the laws of the Commonwealth of Virginia. In the event of any conflict of law, the laws of Virginia shall prevail, without regard to the application of Virginia conflict-of-law rules. If, however, any provision of this Agreement would not be enforceable under the laws of Virginia, and if the Development Area is located outside of Virginia and such provision would be enforceable under the laws of the state in which the Development Area is located, then such provision shall be interpreted and construed under the laws of that state. Nothing in this Section 12.5 is intended by the parties to subject the Agreement to any franchise or similar law, rule, or regulation of the Commonwealth of Virginia to which it would not otherwise be subject.

12.5 Benefits of Uniform Law and Venue

Premier and Developer acknowledge that the parties' agreement regarding choice of law and venue set forth in Sections 12.3 and 12.5 provide each of the parties with the mutual benefit of uniform interpretation of this Agreement in any dispute arising out of this Agreement or the parties' relationship created by this Agreement. Premier and Developer further acknowledge the receipt and sufficiency of mutual consideration for such benefit.

12.6 Nonexclusivity of Remedy

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

12.7 Waiver of Punitive Damages Claim

THE PARTIES MUTUALLY AND WILLINGLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, RECOVERY SHALL BE LIMITED TO ACTUAL DAMAGES.

12.8 Waiver of Jury Trial

THE PARTIES MUTUALLY AND WILLINGLY WAIVE THE RIGHT TO A TRIAL BY JURY OF ANY AND ALL CLAIMS MADE BETWEEN THEM WHETHER NOW EXISTING OR ARISING IN THE FUTURE, INCLUDING ANY AND ALL CLAIMS, DEFENSES, COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS AND INTERVENOR'S CLAIMS WHETHER ARISING FROM OR RELATED TO THE SALE, NEGOTIATION, EXECUTION, OR PERFORMANCE OF THE TRANSACTIONS TO WHICH THIS AGREEMENT RELATES.

12.9 Limitation Period for Actions

EXCEPT FOR CLAIMS RELATING TO INDEMNIFICATION, WHICH CLAIMS SHALL BE SUBJECT ONLY TO THE APPLICABLE STATE OR FEDERAL STATUTE OF LIMITATIONS, ANY AND ALL CLAIMS AND ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE RELATIONSHIP OF PREMIER AND DEVELOPER, OR A PARTY'S

PERFORMANCE UNDER THIS AGREEMENT; BROUGHT BY ANY PARTY HERETO AGAINST ANY OTHER SHALL BE COMMENCED WITHIN TWO YEARS FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIM OR ACTION, OR SUCH CLAIM OR ACTION SHALL BE FOREVER BARRED.

13. MISCELLANEOUS PROVISIONS

13.1 Obtaining Approvals

Whenever this Agreement requires the prior approval or consent of Premier, Developer shall make a timely written request to Premier therefor, and such approval or consent must be obtained in writing. Premier makes no warranties or guarantees upon which Developer may rely, and assumes no liability or obligation to Developer, by providing any waiver, approval, consent, or suggestion to Developer in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.

13.2 No Waiver

No delay, waiver, omission, or forbearance on the part of Premier to exercise any right, option, duty, or power arising out of this Agreement, or a similar agreement with another developer, or any breach or default by Developer, or by any other developer, of any of the terms, provisions, or covenants thereof, and no custom or practice by the parties at variance with the terms hereof, shall constitute a waiver by Premier to subsequently enforce any such right, option, or power as against Developer or as to a subsequent breach or default by Developer.

13.3 Severability and Construction

Except as expressly provided to the contrary herein, each section, part, term, and provision of this Agreement shall be considered severable; and if, for any reason, any section, part, term, provision, and/or covenant herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, provisions, and/or covenants of this Agreement as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the parties hereto; and the invalid portions, sections, parts, terms, provisions, and/or covenants shall be deemed not to be a part of this Agreement.

13.4 Survival of Obligations After Expiration or Termination of Agreement

Any provision or covenant of this Agreement which expressly or by its nature imposes obligations beyond the expiration or termination of this Agreement shall survive such expiration or termination.

13.5 Affiliate and Principal Defined

For purposes of this Agreement, the term "**affiliate**" means any person or legal entity that directly or indirectly controls, is controlled by, or is under common control with the specified person or legal entity. With respect to Premier, the term "**affiliate**" also means any company that is a "**Premier Company**." As of the Effective Date, "Premier Company" includes Premier, The Premier Companies, Inc. and Peak State Performance, Inc. The term "**Principal**" means a

shareholder of a corporation, a general or limited partner of a partnership, or a member of a limited liability company.

13.6 Atypical Arrangements

Developer acknowledges and agrees that Premier may modify the offer of its development rights to other Developers, or its ongoing relationship with such Developers, in any manner and at any time, which offers, agreements, or modifications have or may have terms, conditions, and obligations which may differ from the terms, conditions, and obligations in this Agreement. The existence of different forms of agreement and the fact that existing or future developers may have different rights and obligations shall not in any manner eliminate, modify, or affect the duties of the parties to this Agreement to comply with the terms of this Agreement.

13.7 Costs and Attorneys' Fees

If Premier incurs costs and expenses due to Developer's failure to pay when due amounts owed, to submit when due any reports, information, or supporting records, or otherwise to comply with its obligations pursuant to this Agreement, Developer shall reimburse Premier for all of the costs and expenses incurred, including, without limitation, reasonable accounting, attorneys' and related fees in attempting to secure Developer's compliance with its obligations to do so, which obligation shall arise regardless of whether Premier initiates a formal legal proceeding.

13.8 Receipt of Franchise Offering Materials

Developer acknowledges that Developer received a copy of the complete Premier Rental-Purchase, Inc. Franchise Disclosure Document required by the Trade Regulation Rule of the Federal Trade Commission entitled "Disclosure Requirements and Prohibitions Concerning Franchising" ("FDD"), as well as all attachments and exhibits referenced therein. Developer further acknowledges that it received a copy of the FDD at least 14 calendar days prior to the date on which this Agreement was signed, and that Premier has not made any material change to the Agreement within the seven calendar days prior to the date on which this Agreement was signed .

13.9 Recognition of Business Risks

Developer acknowledges that it has conducted an independent investigation of the proposed development rights, and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon the ability of Developer as an independent businessperson or business. Except as may appear in the FDD, Premier expressly disclaims the making of, and Developer acknowledges that it has not received, any representation, express or implied, as to the past, current, or potential sales, income, profits, or success of the business venture contemplated by this Agreement, or of other Stores.

13.10 Interpretation of Agreement

No provision of this Agreement shall be interpreted in favor of, or against, any party based on the identity of the party who drafted the provision.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement on the Effective Date.

PREMIER RENTAL-PURCHASE, INC.	**DEVELOPER:**_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Addresses for Notices, furnished pursuant to Section 10.1:

Notices to Premier:	Notices to Developer:
925 Capital Landing Rd Suite B Williamsburg, Virginia 23185	_____ _____ _____

Attachment A to
Development Agreement

DEVELOPMENT SCHEDULE

Developer's Deadline for Executing Franchise Agreement	**Deadline for Store Opening**	**Cumulative Number of Stores Open and Operating by Deadline**
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

Premier's Initials _____
Developer's Initials _____

Attachment B to
Development Agreement

DEVELOPMENT AREA

Each of the following separately described geographic areas shall, collectively, constitute the "Development Area."

A. Geographic Area

B. Geographic Area

C. Geographic Area

Premier's Initials _____
Developer's Initials _____

CURRENT FORM OF
PREMIER
FRANCHISE AGREEMENT

INDIVIDUAL'S COVENANT CONCERNING
CONFIDENTIALITY AND NON-COMPETITION

1. My name is _____. I am associated with _____ ("**Developer**") in the following capacity: _____. I reside at _____.

2. I have been advised by the Developer that I must sign this Individual's Covenant and comply with the obligations described below as a condition of my current association with the Developer, as well as a condition of the Developer's association with Premier Rental-Purchase, Inc. ("**Premier**").

3. Because of my association with the Developer, I acknowledge that I currently have received, and/or expect to receive, valuable specialized training about a Premier Rental-Purchase business as well as confidential information including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of the Premier business and the businesses of other Premier Companies, which as of the date of this agreement consists of The Premier Companies, Inc. and Peak State Performance, Inc. (Premier, Developer and the Premier Companies collectively being the "**Protected Group**"). In order to protect the legitimate business interests of the Protected Group, and as a condition of my association with the Developer, I agree to the following:

a. I will not, during or after my association with the Developer, communicate, divulge, or use for the benefit of anyone else any confidential information, knowledge, or know-how which may be communicated to me or which I may learn about it in the course of my association with the Developer concerning the methods of operation of the Protected Group. Any and all matters, information, knowledge, know-how, and techniques which either Premier or the Developer designates as confidential shall be deemed confidential for purposes of this Covenant, which information shall include but not be limited to, the manuals, marketing, management, and operational plans of any member of the Protected Group. All of the forgoing information shall remain confidential unless and until I can demonstrate that the information has become public knowledge.

b. While I am associated with the Developer, I will not, either directly or indirectly, myself or through, on behalf of, or in conjunction with any other person or legal entity, divert or attempt to divert any business or present or prospective customer to any Competing Business (as defined in c. below) by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Premier trademarks or business systems, or the Developer.

c. During my association with the Developer, I will not own, maintain, advise, operate, engage in, be employed by, sell Store assets to, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with any Competing Business, which is defined as a business which offers consumer goods on a rent-to-own or lease-to-own basis or on retail installment contracts where financing is offered by the seller

at the location, or a business which is the same as or similar to a business operated, licensed, or franchised by any member of the Protected Group. During the two-year period immediately following the termination of my association with the Developer, the above-described restrictions also shall apply, but only to Competing Businesses located (a) within the Developer's Development Area; or (b) within the Designated Market Area of any Premier business that was open or under construction on the date I signed this Covenant.

4. I understand that each member of the Protected Group is a third-party beneficiary of this Covenant and may enforce it solely and/or jointly with the Developer. I am aware that any actions I take in violation of this Covenant will cause any member of the Protected Group irreparable harm; therefore, I acknowledge and agree that any member of the Protected Group may apply for the issuance of an injunction preventing me from violating this Covenant, and I agree to pay to the Protected Group all costs it/they incur, including, without limitation, attorneys' fees, if this Covenant is enforced against me.

5. The only way this Covenant can be changed is in writing signed by both me and the Developer, and countersigned by Premier.

WITNESS: _____

_____ Dated: _____

EXHIBIT F

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EXHIBIT G

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ARTICLE IX. UPDATE POLICY. Ideal may, from time to time, revise the performance of its products and, in so doing, incur NO obligation to furnish such revisions to any Ideal customer. At Ideal's option, Ideal may provide Franchisee with a revision newsletter from time to time. (No update or customer service or newsletter distribution will be provided unless a properly signed End User Agreement Acknowledgment is on file at Ideal's offices.)

ARTICLE X. CUSTOMER SERVICE. It is Ideal's customary practice to provide reasonable assistance and support in the use of its products to its customers through its End User Support Agreement.

ARTICLE XI. INSTALLATION. Franchisee shall have the right to secure Ideal's assistance in installing the software. Ideal will provide an installation coordinator for the sum of $650 per day plus travel expenses. These expenses include travel from Meridian, Mississippi to Franchisee's location and back for the length of time deemed appropriate by Ideal. Weekends will require a fee of $750 per day. The installation fee and transportation expense shall be paid in advance of installation date. Installation usually requires five (5) days. Extent of preparedness and availability of resources provided by Franchisee will determine the length of time required for the installation. Ideal will furnish Franchisee with data preparation procedures and requirements in advance of delivery of the system in order that Franchisee may adequately and completely prepare data before arrival of installer.

The installation coordinator will provide up to eight (8) hours of service per day during the installation. In the event it is necessary for the installer to provide more than eight (8) hours service in a given day (including travel time to and from Ideal's office), the additional time will be billed to Franchisee by Ideal at its normal rate of $95 per hour on weekdays and $115 per hour on weekends.

ARTICLE XII. OTHER SOFTWARE. Other software provided, at additional cost, may be purchased and used in conjunction with Ideal's systems such as communications, backup or accounting software.

IDEAL MAKES NO WARRANTIES OF ANY KIND AS TO SAID SYSTEMS AND WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND/OR RELIABILITY OF SAID SYSTEMS.

ARTICLE XIII. TERMINATION. If Franchisee breaches any one or more of the provisions of this License, Franchisor may terminate this License, effective upon Franchisee's receipt of a written notice of termination. This License also shall be terminated without written notice of its termination, effective immediately upon the happening of either (i) the termination of the Ideal License (by either Ideal or Franchisor) or (ii) the expiration of the Franchise Agreement or its termination by Franchisor or Franchisee under any circumstances. Notwithstanding termination of this License, all the provisions of this License which operate to protect the rights of Ideal and Franchisor shall continue in force.

ARTICLE XIV. INJUNCTIVE RELIEF. It is understood and agreed that, not withstanding any other provisions of this License, Ideal and Franchisor have the unequivocal right to obtain timely injunctive relief to protect their rights.

ARTICLE XV. GOVERNING LAW. When signed in the United States, this License shall be interpreted in accordance with the laws of the State of Mississippi. In the event a dispute arises, the jurisdiction for litigation will be the state of Mississippi.

ARTICLE XVI. METHOD OF PAYMENT. If Franchisee desires on-site installation and/or training, these services may be acquired directly from Ideal according to prices referred to in Article XI. A non-refundable deposit of $1,000 may be required to arrange travel plans in advance.

Franchisee acknowledges having read and understood the terms of this License and agrees to be bound by all terms, conditions, and obligations contained herein.

ARTICLE XVII. SALES TAX. Franchisee is responsible for remitting sales/use tax to its state on any items that these taxes may be applicable. Franchisor and/or Ideal reserve the right to charge Franchisee sales tax on this purchase at any time.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this License as of the Effective Date.

FRANCHISOR:
PREMIER RENTAL-PURCHASE, INC

By:_____
Kenneth P. Earle, President/CEO

FRANCHISEE:

_____

By:_____

Print Name:_____

Title:_____

Accepted: **IDEAL SOFTWARE SYSTEMS, INC.**

By:_____

Date:_____, 20__

IDEAL SOFTWARE SYSTEMS, INC.

VERSIRENT END USER SUPPORT AGREEMENT FOR MULTI-USER SYSTEM

WHEREAS, IDEAL SOFTWARE SYSTEMS, INC. of 4909 Great River Dr., Meridian, MS 39303, hereinafter referred to as IDEAL, develops proprietary computer programs and sells use licenses for such proprietary computer programs together with or apart from accompanying copyrighted media material and documentation and,

WHEREAS, End User has sublicensed the VERSIRENT system from Premier Rental-Purchase, Inc. and,

WHEREAS, End User desires to contract with IDEAL for continuous user support;

NOW THEREFORE, End User agrees to pay IDEAL the sum of $_____ annually ($___ per month via bank draft or reoccurring credit card) per location beginning on _____ and IDEAL agrees to provide the following support service, at no additional charge except out of pocket expenses, **SUCH AS MAILING EXPENSES**:

1. **Telephone Support.** As needed to assist End User in operations of said system during normal office hours (8:00 a.m. - 5:00 p.m. Central Time). Any call made after hours, including weekends, will be billed at a premium of $95.00 per hour, billed in 30 minute increments, with a minimum 30 minute charge.

2. **Software Update.** Any revisions to the software performed by IDEAL to enhance the end result shall be furnished, at no additional charge to End User (with the exception of UPS shipping charges).

The aforementioned revisions do not include custom modifications requested by End User. IDEAL may choose to provide customized changes or separate programs written at End User's request. IDEAL may deem it appropriate to charge according to its current hourly programming rates or on a flat-fee basis. This will be done on an individual basis and agreed upon in advance by IDEAL and End User.

Training may also be obtained by IDEAL personnel according to current training rates.

This Agreement will terminate in any of the following events:

1. 5 years has elapsed.

2. End User submits a request for cancellation in writing to IDEAL.

3. End User fails to make monthly payments by the first of each month.

4. The Franchise Agreement between Franchisee and Premier Rental-Purchase, Inc. is terminated or expires.

_____

END USER'S SIGNATURE

_____

DATE

PLEASE PRINT LEGIBLY

Date: _____

End User's Company Name: _____

Phone Numbers: (____)

Address: _____

City: _____ State: _____ Zip _____

Address to be Used: _____ City: _____

ACCEPTED: **IDEAL SOFTWARE SYSTEMS, INC.**

BY: _____

IDEAL SOFTWARE SYSTEMS, INC.

VERSIRENT HOME OFFICE USER SUPPORT AGREEMENT AND HOSTING AGREEMENT

WHEREAS, IDEAL SOFTWARE SYSTEMS, INC. of 4909 Great River Dr., Meridian, MS 39303, hereinafter referred to as IDEAL, develops proprietary computer programs and sells use licenses for such proprietary computer programs together with or apart from accompanying copyrighted media material and documentation and,

WHEREAS, End User has sublicensed the VERSIRENT system from Premier Rental-Purchase, Inc. and,

WHEREAS, End User desires to contract with IDEAL for continuous user support;

NOW THEREFORE, End User agrees to pay IDEAL the sum of $_____ annually ($___ per month via bank draft or reoccurring credit card) per location beginning on _____ and IDEAL agrees to provide the following support service, at no additional charge except out of pocket expenses, **SUCH AS MAILING EXPENSES**:

1. **Telephone Support.** As needed to assist End User in operations of said system during normal office hours (8:00 a.m. - 5:00 p.m. Central Time). Any call made after hours, including weekends, will be billed at a premium of $95.00 per hour, billed in 30 minute increments, with a minimum 30 minute charge.

2. **Software Update.** Any revisions to the software performed by IDEAL to enhance the end result shall be furnished, at no additional charge to End User (with the exception of UPS shipping charges).

3. **Hosting.** Premier will provide the hardware for hosting of the store data. Ideal will manage the connections and data merge with each store location.

The aforementioned revisions do not include custom modifications requested by End User. IDEAL may choose to provide customized changes or separate programs written at End User's request. IDEAL may deem it appropriate to charge according to its current hourly programming rates or on a flat-fee basis. This will be done on an individual basis and agreed upon in advance by IDEAL and End User.

Training may also be obtained by IDEAL personnel according to current training rates.

This Agreement will terminate in any of the following events:

1. 5 years has elapsed.
2. End User submits a request for cancellation in writing to IDEAL.
3. End User fails to make monthly payments by the first of each month.
4. The Franchise Agreement between Franchisee and Premier Rental-Purchase, Inc. is terminated or expires.

_____

END USER'S SIGNATURE

_____

DATE

PLEASE PRINT LEGIBLY

Date: _____

End User's Company Name: _____

Phone Numbers: (____)

Address: _____

City: _____ State: _____ Zip _____

Address to be Used: _____ City: _____

ACCEPTED: **IDEAL SOFTWARE SYSTEMS, INC.**

BY: _____

Ideal Software Systems, Inc.
DISCLOSURE STATEMENT

I understand and accept the following terms and conditions of Ideal Software:

(Initial Each)

_____ That if I decide to contract Ideal to do the installation and training, I will pay a *per diem* fee as shown below including expenses for installation and training. I further understand that I will pay an overtime rate for hours in excess of eight (8) hours per day. Travel time from our office to your location is billed the same as installation/training time. (Holidays will be treated as weekends.)

Standard Weekday Rate	$650.00
Standard Weekend Rate	$750.00
Overtime Weekday Rate	$75.00/hr.
Overtime Weekend Rate	$100.00/hr.

_____ That updates are free with the Monthly Support Plan. However, I will be billed for shipping and handling charges.

_____ That I must purchase each update in order to stay on the latest version and to always be able to obtain technical support if I do not sign a support agreement and pay the monthly support fee.

_____ That the Support Plan at the stated rate provides support during the regular business hours of 8 a.m. to 5 p.m. Central time, Monday-Friday, excluding holidays.

_____ **That if I do not accept the Monthly Support Plan**, I will be billed for all technical support in 30 minute increments at the rate of $125 per hour with a 30 minute minimum charge during regular business hours and $175 per hour outside of regular business hours.

_____ That Critical Support includes all calls made between the hours of 5 p.m. and 8 a.m. Central Time, Monday-Friday as well as all hours on weekends and holidays.

_____ That technical support is available 24 hours per day, 7 days per week. Critical Support provided outside the regular business hours will be billed in 30 minute increments at a rate of $95 per hour with a 30 minute minimum charge for customers on a support contract and $175 per hour with a 30 minute minimum charge if not on a support contract.

_____ That Incoming calls are not toll free.

_____ That no returns of hardware will be accepted unless an RMA number is obtained from Ideal and the RMA number is clearly marked on the outside of the box. Returns/replacements of hardware is limited to a few days depending on the product. After the allowable return period has expired, the manufacturer's warranty will take affect. Ideal does not warrant any hardware product or assume any responsibility for the manufacturer's warranty.

_____ That the Ideal Software product I am purchasing and will receive is Ideal's standard product, _____, and will be version _____. Even though I may have discussed various features or possibilities with representatives of Ideal, I do not expect any feature or ability to be present in the software that has not been demonstrated to be already functional to me unless a Custom Programming request has been submitted to me in writing with an estimated cost and date of delivery indicated from Ideal's development department and I have signed and returned that form to Ideal.

_____ I may elect to have Ideal create a custom contract based on my specifications that will print directly from the system on blank paper. This is Custom Programming and I will be charged according to the hourly custom development rate.

_____ That if I wish to convert the data from my current software program there will be a charge to create the conversion according to the hourly custom development rate.

Signed: _____

Company: _____

IDEAL SOFTWARE SYSTEMS, INC.

SELF-INSTALLATION ADDENDUM
VersiRent Multi-User Systems

Whereas, **IDEAL SOFTWARE SYSTEMS, INC.** of 4909 Great River Dr., Meridian, MS 39303, hereinafter referred to as IDEAL, develops proprietary computer programs and sells use licenses for such proprietary computer programs together with or apart from accompanying copyrighted material and documentation and,

Whereas End User has sublicensed from Premier Rental-Purchase, Inc. a VERSIRENT System, one of IDEAL's proprietary computer programs and,

Whereas, End User does not elect to have one of IDEAL's Installation Coordinators provide on-site training and desires to perform a self-install of the VERSIRENT System , even after being informed that this would mean that the End User would not get proper training or instruction on key elements of the program.

Now, therefore, IDEAL agrees to provide the following support service during installation as follows:

1. Telephone Support. As needed to assist End User in installation and training of said system during normal office hours (8:00 a.m.- 5:00 p.m. Central Time, Monday through Friday). Any call made after hours, including weekends, will be billed at a premium of $95.00 per hour, billed in 30 minute increments, with a minimum 30 minute charge.

BILLING FOR INSTALLATION SUPPORT SERVICES WILL BE ON AN HOURLY BASIS AT THE RATE OF $75.00 PER HOUR, BILLABLE IN THIRTY MINUTE INCREMENTS.

IDEAL Support Services personnel shall determine which incoming calls should be classified as installation/training incidents and which should be classified as standard support incident calls.

Once the system is operational on a day-today basis, IDEAL shall provide ongoing support services as detailed in the End User Support Agreement to which this Addendum is attached. **However, questions that shall be classified as training-related which would have been addressed during the on-site training sessions as part of the installation process provided by IDEAL shall be billable under the terms of this Addendum at the rate of $75.00 per hour.**

_____

END USER'S SIGNATURE

_____

DATE

EXHIBIT H-1

FRANCHISEES AS OF JUNE 30, 2025

Franchisee	Contact Information
CONNECTICUT (2)	
Rob Rice, Wally Landmesser Nicole Rental-Purchase, LLC	168 Boston Ave. Bridgeport, CT 06616 Tel: 203-371-6100
John Manzari WoodyKat, Inc.	1380 Berlin Turnpike Wethersfield, CT 06109 Tel: 860-403-0043
FLORIDA (2)	
Ruben Flores R & B Dreammakers, Inc.	3310 1st Street West Bradenton, FL 34208 Tel: 941-748-2100
Drew Summa Extreme Rentals, Inc.	2901 West Oakland Park Blvd, Suite B-7 Oakland Park, FL 33311 Tel: 954-777-9277
GEORGIA (1)	
Coe Ecker, David Quinn D.H. Rentals, Inc.	1905 Scenic Highway, Suite 820 Snellville, GA 30078 Tel: 770-982-0008
ILLINOIS (2)	
John Sprayberry Candie-Johns Rentals, Inc.	1395 North Galena Ave Dixon, IL 61021 Tel: 815-284-7300
Kenneth Earle[1] Premier Ultra, Inc.	1254 N Lake St. Aurora, IL 60506 Tel: 630-800-1082
INDIANA (6)	
Matthew Chamberlain Easy Rentals, Inc.	1801 N Wayne St. Suite 110 Angola, IN 46703 Tel: 260-668-1095
Mike Lewis Central Properties of Granger, Inc.	125 Easy Shopping Place Elkhart IN 46516 Tel: 574-293-7800
Mike Lewis Central Properties of Granger, Inc.	601 West McKinley Mishawaka, IN 46545 Tel: 574-254-9500
Mike Lewis Central Properties of Granger, Inc.	2263 N Oak Drive Plymouth, IN 46563 Tel: 574-936-7368
Ted Krygoske Integrity Rentals, Inc.	5787 US Highway 6 Portage, IN 46368 Tel: 219-763-6400
Jeff Humphrey Rental Systems of Bloomington	4683 West Richland Plaza Bloomington, IN 47404 Tel:812- 333-9966
IOWA (1)	

[1] Stores owned by our CEO.

Jamie Sieverding Sieverding Group, Inc.	2001 Lincoln Way Clinton, IA 52732 Tel: 563-243-0332
MICHIGAN (1)	
Matt Hebekeuser, Brian Reed Owosso Rental & Purchase, Inc.	1544A E Main Street Owosso, MI 48867 Tel: 989-720-4388
NEBRASKA (4)	
Michael Shuler, Heath Peters M & H ENTERPRISES, Inc.	507 S Burlington Hastings, NE 68901 Tel: 402-461-7070
Michael Shuler, Heath Peters S & P Rentals, Inc.	1325 2nd Avenue, Suite E Kearney, NE 68847 Tel: 308-234-1414
Michael Shuler, Heath Peters S & P Rentals II, Inc.	2814 W. Old Fair Rd. Grand Island, NE 68803 Tel: 308-382-4470
Chad Fosdick CR Fosdick Enterprises, Inc.	105 North Jeffers North Platte, NE 69101 Tel: 308-221-6177
NEW HAMPSHIRE (2)	
Sean Young Forever Young Rental Enterprises Inc.	32 Mountain Valley Blvd North Conway, NH 03860 Tel: 603-605-1411
Ray Bird, Darrin Jones C&O Leasing, LLC	338 Lincoln Street, Manchester, NH 03103 (603) 644-8295
NEW YORK (3)	
Dean Carusone DanMar Enterprises, Inc.	3033 East Ave. Central Square, NY 13036 Tel: 315-668-6868
Bill Scripa Orange Buffalo, Inc.	1268 Abbott Road Lackawanna, NY 14218 Tel: 716-822-7368
Bill Scripa Orange Rock, Inc.	4742 Onondaga Blvd Syracuse, NY 13219 Tel: 315-425-1188
OHIO (6)	
Scott Kinnear SR Kinnear, Inc.	4589 Salem Ave. Dayton, OH 45416 Tel: 937-278-2000
Scott Kinnear Caliki Corporation	800 W Main St Troy, OH 45373 Tel: 937-875-9700
Woody Investments, Inc.	355 Navarre Ave Oregon, OH 43616 Tel: 419-691-4648
Woody Investments, Inc.	1435 Secor Rd. Toledo, OH 43607

	Tel: 419-535-1498
Woody Investments, Inc.	2034 W. Laskey Rd. Toledo, OH 43613 Tel: 419-475-6600
Jeff Gibson RJ Yardbirds, LLC	720 S. 2nd St Coshocton, OH 43812 Tel: 740-295-9400
PENNSYLVANIA (5)	
Sandi Frye White Rose Enterprises, Inc.	216 W Plank Road Altoona, PA 16602 Tel: 814-949-2300
Dave Bauer Lifestyle Rentals, LLC	3350C Paxton Street Harrisburg, PA 17111 Tel: 717-564-0304
Dave Bauer Lifestyle Rentals, LLC	965 E King St Lancaster, PA 17602 Tel:717-874-4920
Rich Bagoly, Dave Jones Rich and Dave Rentals, Inc.	Penn Plaza 3045 North 5th Street, 6 Reading, PA 19605 Tel: 610-921-1805
Dave Jones, Rich Bagoly Rich and Dave Rentals, Inc.	2544 Eastern Blvd York, PA 17402 Tel: 717-755-4311
RHODE ISLAND (3)	
Joe Bird, Adam Nicastro J&M Leasing, LLC	Joe Bird, Adam Nicastro J&M Leasing, LLC
Joe Bird L&J Leasing, LLC	Joe Bird L&J Leasing, LLC
Ray Bird RJB Leasing, LLC	Ray Bird RJB Leasing, LLC
TEXAS (7)	
Kenneth Earle[1] Texas RTO Investments, Inc.	509 Fair Avenue San Antonio, TX 78223 Tel: 210-533-7368
Kenneth Earle[1] Texas RTO Investments, Inc.	1503 S W Loop 410 San Antonio, TX 78227 Tel: 210-675-7368
Kenneth Earle[1] Texas RTO Investments, Inc.	1016 SW Military Drive San Antonio, TX 78221 Tel: 210-432-3222
Kenneth Earle[1] Texas RTO Investments, Inc.	2504 Pleasanton Road San Antonio, TX 78221 Tel: 210-924-7368
Kenneth Earle[1] Texas RTO Investments, Inc.	3023 West Ave San Antonio, TX 78201 Tel: 210-348-7368

[1] Stores owned by our CEO.

Angelo Gughiocello Maka Rental Purchase Inc.	5510 FM1765 Texas City, TX 77591 Tel: 409-908-9600
Matthew Holman EasyTexasWest, LLC	1214 Looney St Brownwood, TX 76801 Tel: 325-641-2100
VIRGINIA (3)	
Gerald Jacobs G & K Rentals, Inc.	5065 Fort Avenue Lynchburg, VA 24502 Tel: 434-237-4400
John Simmons CourtZKyle, Inc.	3133 Williamson Rd Roanoke, VA 24012 Tel: 540-563-0000
Jeff Tepper TWT Leasing, Inc.	627 W Main St, Danville VA 24541 Tel:434- 792-0074
WEST VIRGINIA (1)	
Tim Strachan GTS Management LLC	140 Keyser Mall Keyser, WV 26726 Tel: 304-790-7136

EXHIBIT H-2

FRANCHISEES WHO EXITED AN OUTLET DURING FISCAL YEAR ENDING JUNE 30, 2025

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

STORES TRANSFERRED:

Franchisee	Contact Information
ILLINOIS (1)	
Jim Lawrence Windyeasy, LLC	1254 N Lake St. Aurora, IL 60506 Tel: 630-800-1082
NEW YORK (1)	
John George JCGeorge SMH, Inc	1268 Abbott Road Lackawanna, NY 14218 Tel: 716-822-7368
VIRGINIA (1)	
John Miller Peppercorn, Inc.	3133 Williamson Rd Roanoke, VA 24012 Tel: 540-563-0000

CEASED OPERATIONS:

Franchisee	Contact Information
GEORGIA (1)	
Douglas Belt Best One, Inc	580 Atlanta Road, Suite 203B Cumming, GA 30040 Tel: 470-695-7314
PENNSLYVANIA (2)	
Mark Powl Powl Investment Group, Inc.	256 Westminster Drive Carlisle, PA Tel: 717-240-1330
Joe Romano R7 Lease Purchase, Inc.	173 Levittown Pkwy., Space 24B Levittown, PA 19054 Tel: 215-486-5700

EXHIBIT I

FINANCIAL STATEMENTS

PREMIER RENTAL-PURCHASE, INC.

FINANCIAL STATEMENTS

FOR THE YEARS ENDED JUNE 30, 2025, 2024 AND 2023

PREMIER RENTAL-PURCHASE, INC.
FINANCIAL STATEMENTS

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WHITSELL AND
COMPANY, P.C.

Certified Public Accountants

1275 E. Road to Six Flags
Suite 100
Arlington, Texas 76011
Telephone (817) 461-0041
Fax (817) 795-0025

INDEPENDENT AUDITORS' REPORT

September 12, 2025

To the Board of Directors and Stockholder
of Premier Rental-Purchase, Inc.

Opinion

We have audited the accompanying financial statements of Premier Rental-Purchase, Inc. (a Virginia corporation), which comprise the balance sheets as of June 30, 2025 and 2024, and the related statements of operations, changes in stockholder's equity, and cash flows for the years ended June 30, 2025, 2024 and 2023, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Premier Rental-Purchase, Inc. as of June 30, 2025 and 2024, and the results of its operations and its cash flows for the years ended June 30, 2025, 2024 and 2023 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

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

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

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

Whitsell and Company, P.C.

WHITSELL AND COMPANY, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

PREMIER RENTAL-PURCHASE, INC.
BALANCE SHEETS
JUNE 30, 2025 AND 2024

ASSETS

	2025	2024
CURRENT ASSETS		
Cash in Banks	$ 146,470	$ 276,856
Accounts Receivable Trade, Net of Allowance for Credit Losses of $-0- and $40,333	243,938	354,695
Prepaid Expenses	4,477	-
Total Current Assets	394,885	631,551
PROPERTY AND EQUIPMENT		
Transportation Equipment	170,962	170,962
Furniture and Equipment	48,269	46,568
Leasehold Improvements	114,841	114,841
	334,072	332,371
Less: Accumulated Depreciation	156,088	110,600
Net Property and Equipment	177,984	221,771
Operating Lease Right of Use Assets, Net	185,860	142,002
OTHER ASSETS		
Other	3,500	3,500
TOTAL ASSETS	$ 762,229	$ 998,824

The accompanying notes are an integral part of these financial statements

PREMIER RENTAL-PURCHASE, INC.
BALANCE SHEETS
JUNE 30, 2025 AND 2024

LIABILITIES AND STOCKHOLDER'S EQUITY

	2025	2024
CURRENT LIABILITIES		
Accounts Payable, Trade	$ 162,431	$ 120,706
Accounts Payable, Affiliates and Related Parties	-	198,269
Accounts Payable, Stockholder	-	33,500
Accrued Liabilities and Other Payables	6,369	49,015
Unearned Revenue	29,250	-
Current Portion of Operating Lease Liabilities	80,345	45,767
Current Portion of Long-Term Debt	31,665	36,201
Total Current Liabilities	310,060	483,458
LONG-TERM LIABILITIES		
Long-Term Debt, Net of Current Portion	28,089	54,241
Note Payable, Stockholder	412,259	370,390
Operating Lease Liabilities, Net of Current Portion	106,441	96,291
Total Long-Term Liabilities	546,789	520,922
STOCKHOLDER'S EQUITY		
Common Stock, $1.00 par value - 5,000 authorized shares, 1,250 issued and outstanding	1,250	1,250
Paid In Capital	19,750	19,750
Retained Earnings	(85,962)	3,102
Treasury Stock	(29,658)	(29,658)
Total Stockholder's Equity	(94,620)	(5,556)
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	$ 762,229	$ 998,824

The accompanying notes are an integral part of these financial statements

PREMIER RENTAL-PURCHASE, INC.
STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED JUNE 30, 2025, 2024 AND 2023

	2025	2024	2023
REVENUES			
Franchise Fees - New Stores	$ 30,750	$ 13,000	$ 35,000
Franchise Fees - Royalties	1,789,376	1,713,630	1,665,193
Other Revenues	426,205	410,297	329,340
	2,246,331	2,136,927	2,029,533
COST OF SALES			
Franchise - New Stores	-	-	2,500
Other	603,048	543,738	241,341
GROSS PROFIT	1,643,283	1,593,189	1,785,692
GENERAL AND ADMINISTRATIVE EXPENSES	1,682,437	1,783,128	1,860,682
INCOME (LOSS) FROM OPERATIONS	(39,154)	(189,939)	(74,990)
OTHER INCOME (EXPENSE)			
Other Income	-	204,391	-
Depreciation and Amortization	(45,488)	(35,299)	(25,312)
Interest, Net	(4,422)	(2,364)	(128)
Gain (Loss) on Asset Disposal	-	10,337	(228)
NET INCOME (LOSS)	$ (89,064)	$ (12,874)	$ (100,658)

The accompanying notes are an integral part of these financial statements

PREMIER RENTAL-PURCHASE, INC.
STATEMENTS OF CHANGES IN STOCKHOLDER'S EQUITY
FOR THE YEARS ENDED JUNE 30, 2025, 2024 AND 2023

	Common Stock	Paid in Capital	Retained Earnings	Treasury Stock	Total
Balance at June 30, 2022	1,250	19,750	116,634	(29,658)	107,976
Net Income (Loss)	-	-	(100,658)	-	(100,658)
Balance at June 30, 2023	1,250	19,750	15,976	(29,658)	7,318
Net Income (Loss)	-	-	(12,874)	-	(12,874)
Balance at June 30, 2024	1,250	19,750	3,102	(29,658)	(5,556)
Net Income (Loss)	-	-	(89,064)	-	(89,064)
Balance at June 30, 2025	$ 1,250	$ 19,750	$ (85,962)	$ (29,658)	$ (94,620)

The accompanying notes are an integral part of these financial statements

PREMIER RENTAL-PURCHASE, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2025, 2024 AND 2023

	2025	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES			
Net Income (Loss)	$ (89,064)	$ (12,874)	$ (100,658)
Adjustments to Reconcile Net Income to			
Net Cash Provided (Used) by Operating Activities:			
Loss (Gain) on Asset Disposal	-	(10,337)	228
Noncash Lease Expense	869	(247)	303
Depreciation and Amortization	45,488	35,299	25,312
Bad Debt Expense (Recovery)	(25,485)	35,206	63,154
Changes in Operating Assets and Liabilities			
Accounts Receivable	136,241	(138,774)	(80,002)
Prepaid Expenses	(4,477)	-	-
Other Assets, Net	-	-	27,074
Accounts Payable	(190,041)	4,139	49,208
Unearned Revenue	29,250	-	(20,000)
Accrued Liabilities and Other Payables	(42,650)	662	(33,160)
Net Cash Provided by Operating Activities	(139,869)	(86,926)	(68,541)
CASH FLOWS FROM INVESTING ACTIVITIES			
Proceeds Received on Asset Disposal	-	24,000	-
Purchase of Property and Equipment, Net	(1,700)	(35,960)	(7,952)
Net Cash (Used) by Investing Activities	(1,700)	(11,960)	(7,952)
CASH FLOWS FROM FINANCING ACTIVITIES			
Advances on Note Payable, Stockholder	446,608	304,798	229,718
Repayments on Note Payable, Stockholder	(404,737)	(111,973)	(52,153)
Repayments on Long-Term Debt	(30,688)	(12,598)	(10,472)
Net Cash Provided (Used) by Financing Activities	11,183	180,227	167,093
NET INCREASE (DECREASE) IN CASH	(130,386)	81,341	90,600
CASH AT BEGINNING OF YEAR	276,856	195,515	104,915
CASH AT END OF YEAR	$ 146,470	$ 276,856	$ 195,515

The accompanying notes are an integral part of these financial statements

PREMIER RENTAL-PURCHASE, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2025, 2024 AND 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

Premier Rental-Purchase, Inc. (PRP) was incorporated in 1996 in the state of Virginia and is engaged as a franchisor in selling and supporting franchisees participating in the rent to own industry.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results may differ from those estimates.

Date of Management's Review

Subsequent events were evaluated through September 12, 2025 which is the date the financial statements were available to be issued.

Accounts Receivable

Accounts receivable, trade consist primarily of payments due under agreements with franchisees. Accounts past due more than 120 days are considered delinquent and are reserved as necessary for credit losses. Management determines the allowance for doubtful accounts by using an expected credit loss model ("ECL"). The model uses such features as historical credit loss experience as well as current and forecasted economic conditions to estimate credit losses which represent the difference between the receivable carrying amount and the estimated collectable amount. The Company focuses collection efforts to minimize losses. The following table summarizes the movements in the reserve for credit losses.

	2025	2024
July 1	$ 6,211	$ 25,165
Credit Loss Expense	-	-
Write offs	(6,211)	(18,954)
June 30	$ -	$ 6,211

Management recorded an allowance for doubtful accounts related to accounts receivable affiliates of $-0- and $34,122 at June 30, 2025 and 2024, respectively.

Property and Equipment

Property and equipment are stated at cost and depreciated over estimated useful lives of three to fifteen years using the straight-line method. Maintenance and repairs are charged against earnings when incurred. Major renewals and additions are capitalized. Depreciation expense for the years ended June 30, 2025, 2024 and 2023 was $45,488, $35,299, and $25,312, respectively.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Income Taxes

PRP with the consent of its stockholder elected under the Internal Revenue Code to be an S Corporation. In lieu of corporation income taxes, the stockholders of an S Corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in the financial statements for PRP. The Company is subject to certain state taxes.

The Company's federal and state income tax returns are subject to possible examination by the taxing authorities until the expiration of the related statutes of limitations on those tax returns. In general, the federal income tax returns have a three year statute of limitations and the state income tax returns have a four year statute of limitations.

Statement of Cash Flows

For purposes of the statement of cash flows, management considers all highly liquid investments with a maturity of less than three months to be cash equivalents.

Advertising Costs

All advertising costs are expensed the first time the advertising takes place. Advertising costs were approximately $-0- for each of the years ended June 30, 2025, 2024 and 2023, respectively.

Interest

Interest expense is recorded net of interest income of $6, $342 and $129 for the years ended June 30, 2025, 2024 and 2023, respectively.

Revenue Recognition

The Company derives its revenues primarily from initial franchise fees collected from franchisees upon the execution of a franchise agreement, continuing monthly royalty fees charged to franchisees and certain other revenues charged to franchisees on a monthly basis. Other revenues include market reservation fees, product sales and other related services.

Initial franchise fees are collected from franchisees upon the execution of a franchise agreement and recorded as unearned revenue until certain performance obligations are met by the Company. The Company allocates its franchise fee between the performance obligations as follows: 35% upon the official opening of the franchised location, 25% at the end of the first year of the opening of the franchised location, and thereafter the remaining 40% ratably over the next two years. The Company may charge a franchise transfer fee upon the transfer of the franchise agreement for an existing location.

The Company deems the official opening and first anniversary of the franchised location to be performance obligations satisfied at a moment in time, and the end of the two subsequent years to be

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

performance obligations satisfied over time. For performance obligations satisfied over time, revenue is recognized on the basis of actual time incurred.

During the years ended June 30, 2025, 2024 and 2023 the Company recognized revenue of $30,750, $13,000 and $15,000 on the basis of performance obligations satisfied at a point in time.

During the years ended June 30, 2025, 2024 and 2023 the Company recognized revenue of $-0-, $-0- and $20,000 on the basis of performance obligations satisfied over time.

Franchise royalties are charged to franchisees, which are recognized monthly in accordance with the franchise agreements and are based on revenues as reported by the individual franchisees. Other fixed fee revenues are also charged and recognized monthly.

Revenues are recognized when control of the goods or services is transferred to the franchisee in an amount that reflects the consideration the Company expects to receive. The Company does not have significant financing components associated with revenue recognition as payment is received when or shortly after it is due. Shipping and handling fees are de minimis and no sales taxes are due or collectible from customers. Contract costs are expensed as incurred when the related amortization period is twelve months or less.

Reclassifications

Certain accounts in the prior year financial statements have been reclassified for comparative purposes to conform to the presentation of the current year financial statements.

NOTE 2 – VARIABLE INTEREST ENTITY

The Company has elected to not consolidate the financial statements of Peak State Performance, Inc. (PSP) and Premier Pride, Inc. (PP) under FASB ASC Topic 810 Consolidation. Both PSP and PP were engaged to provide employee related services to franchisees of the Company. The Company has no recourse for obligations created by PSP or PP.

As of June 30, 2025 and 2024, the Company had receivables from PP of $628 and $-0-, respectively. As of June 30, 2024, the Company did not have a receivable from PSP.

NOTE 3 – NOTE PAYABLE-STOCKHOLDER

At June 30, 2025 and 2024, the Company had a note payable to the stockholder for $412,261 and $370,390, respectively. The note bears interest at 3.25% and matures on July 1, 2026 with interest payable at maturity.

NOTE 4 – LONG-TERM DEBT

Long-term debt consisted of the following at June 30, 2025 and 2024:

	2025	2024
Note payable, secured by transportation equipment, payable in semi-monthly installments of $424 including interest at 1.89%, maturing July 2026	$ 10,500	$ 21,222
Note payable, secured by transportation equipment, payable in monthly installments of $628 including interest at 8.09%, maturing January 2027	11,128	17,479
Note payable, secured by transportation equipment, payable in monthly installments of $1,379 including interest at 6.44%, maturing December 2027	38,126	51,741
Total long-term debt	59,754	90,442
Less current portion of long-term debt	31,665	36,201
	$ 28,089	$ 54,241

Maturities of long-term notes payable are as follows:

Year ending June 30, 2026	$ 31,899
2027	19,784
2028	8,071
2029	-
	$ 59,754

NOTE 5 – OPERATING LEASES

The Company leases office space and other facilities under monthly operating leases. Lease expense for the year ended June 30, 2025 totaled approximately $87,000.

Effective July 1, 2022, the Company adopted the new lease accounting standard (ASC 842 – Leases), under the modified retrospective approach, which records essentially all leases with remaining terms of twelve months or more on the balance sheet. The Company recognizes a right of use asset for the rights to use the underlying asset and a lease liability for the obligation to make these payments in the future. Operating lease costs are recognized on a straight-line basis and classified primarily in operating expenses, while financing leases will recognize interest and lease amortization separately. All of the Company's leases are operating leases.

NOTE 5 – OPERATING LEASES - Continued

Cash paid in operating cash flows for amounts included in the measurement of lease liabilities was $60,786 for the year ended June 30, 2025. The Company uses its incremental borrowing rate as a discount rate for its leases as the implicit rate in the leases is not readily determinable. The Company has elected to exclude the non-lease components in accounting for its leased assets and liabilities.

The following table reconciles future undiscounted cash flows to the present value of the operating lease liabilities included in the balance sheet:

Year Ending June 30, 2026	$ 91,026
2027	92,153
2028	19,222
2029	-
Less interest	(15,615)
Present Value of Lease Liability	$ 186,786

NOTE 6 - SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION

During the years ended June 30, 2025, 2024 and 2023, the Company paid interest of approximately $4,400, $2,700, and $257, respectively. During the year ended June 30, 2024 the Company financed $102,146 of its purchases of property and equipment.

During the years ended June 30, 2025, 2024, and 2023 the Company paid taxes of approximately $13,000, 10,000 and $13,000, respectively.

NOTE 7 – OTHER INCOME

During the year ended June 30, 2024 the Company reached a settlement agreement with a former franchisee for $367,500. Other income includes this settlement net of $163,109 of related legal and other expenses.

NOTE 8 – RELATED PARTIES

At June 30, 2025 and 2024, $82,503 and $175,283 are due from related parties, respectively. These amounts are stated net of the allowance for credit losses of $-0- and $34,122 respectively and are included in Accounts Receivable, Trade. For the years ending June 30, 2025, 2024 and 2023, the Company recorded $805,565, $583,638 and $463,242 of revenues from related parties, respectively.

NOTE 9 – STORES FRANCHISED (UNAUDITED)

Stores franchised (unaudited) consisted of the following at June 30, 2025, 2024 and 2023:

	2025	2024	2023
Beginning of Year	40	42	42
New Stores	4	-	-
Sold or Closed Stores	-1	-2	-
End of Year	43	40	42

UNAUDITED FINANCIAL STATEMENTS

THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

PREMIER RENTAL-PURCHASE, INC.

INTERIM FINANCIAL STATEMENTS

FOR THE FOUR MONTHS ENDED OCTOBER 31, 2025

PREMIER RENTAL-PURCHASE, INC.
BALANCE SHEETS
OCTOBER 31, 2025

ASSETS

	2025
CURRENT ASSETS	
Cash in Banks	$ 168,794
Accounts Receivable Trade, Net of Allowance for Credit Losses of $-0- and $40,333	331,857
Prepaid Expenses	4,477
Total Current Assets	505,128
PROPERTY AND EQUIPMENT	
Transportation Equipment	170,962
Furniture and Equipment	49,069
Leasehold Improvements	97,454
Corporate House	17,387
	334,872
Less: Accumulated Depreciation	156,088
Net Property and Equipment	178,785
Operating Lease Right of Use Assets, Net	185,860
OTHER ASSETS	
Other	67,632
TOTAL ASSETS	$ 937,405

PREMIER RENTAL-PURCHASE. INC.
BALANCE SHEETS
OCTOBER 31. 2025

LIABILITIES AND STOCKHOLDER'S EQUITY

		2025
CURRENT LIABILITIES		
Accounts Payable, Trade	$	153,477
Accounts Payable, Affiliates and Related Parties		
Accounts Payable, Stockholder		
Accrued Liabilities and Other Payables		(13,281)
Unearned Revenue		29,250
Current Portion of Operating Lease Liabilities		80,345
Current Portion of Long-Term Debt		31,665
Total Current Liabilities		281,456
LONG-TERM LIABILITIES		
Long-Term Debt, Net of Current Portion		17,851
Note Payable, Stockholder		415,760
Operating Lease Liabilities, Net of Current Portion		106,441
Total Long-Term Liabilities		583,790
STOCKHOLDER'S EQUITY		
Common Stock, $1.00 par value - 5,000 authorized shares, 1,250 issued and outstanding		1,250
Paid In Capital		19,750
Retained Earnings		124,555
Treasury Stock		(29,658)
Total Stockholder's Equity		115,897
TOTAL LIABILITIES AND EQUITY		$ 937,405

STATEMENTS OF OPERATIONS
FOR THE FOUR MONTHS ENDED OCTOBER 31, 2025

	2025
REVENUES	
Franchise Fees - New Stores	$ 0
Franchise Fees - Royalties	667,073
Other Revenues	162,825
	829,898
COST OF SALES	
Franchise - New Stores	
Other	136,030
GROSS PROFIT	693,866
GENERAL AND ADMINISTRATIVE EXPENSES	522,999
INCOME (LOSS) FROM OPERATIONS	170,870
OTHER INCOME (EXPENSE)	
Other Income	
Depreciation and Amortization	0
Interest, Net	0
Gain (Loss) on Asset Disposal	
NET INCOME (LOSS)	$ 170,868

EXHIBIT J

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

EXHIBIT J
LIST OF ADMINISTRATORS

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

CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free: (866) 275-2677	**NEW YORK** New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8222
HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Insurance & Securities Department 600 East Boulevard Avenue, Dept. 401 Bismarck, North Dakota 58505 Phone 701-328-2910
ILLINOIS Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

AGENTS FOR SERVICE OF PROCESS

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

CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free: (866) 275-2677	**NEW YORK** New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492
HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Insurance & Securities Department 600 East Boulevard Avenue, Dept. 401 Bismarck, North Dakota 58505 Phone 701-328-2910
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Director of Department of Business Regulation Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Director of the Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT K

STATE-SPECIFIC DISCLOSURES AND AMENDMENTS

As a condition of registering our franchise offering in certain states, we are required to provide you with additional information and, in some states, to amend our Franchise Agreement, Development Agreement, and Software License. The required disclosures and amendments are set out in the following pages, in alphabetical order by state.

Illinois Disclosure

In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS 705/1-44, the Franchise Disclosure Document for Premier Rental-Purchase, Inc. for use in the State of Illinois is amended as follows:

Item 5 and Item 7, Additional Disclosures.

Payment of Initial Franchise Fees, including Development Fees, will be deferred until Franchisor has met all of its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Illinois Attorney General's Office due to Franchisor's financial status.

Item 17, Additional Disclosures.

Illinois law governs the franchise agreements.

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

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

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

Item 22, Additional Disclosure.

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.

Illinois Amendment to the Franchise Agreement, Software License, and Development Agreement

In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS 705/1-44, the Premier Rental-Purchase, Inc. Franchise Agreement, Software License, and Development Agreement are each amended as follows:

1. Notwithstanding anything to the contrary in the Agreement:

Payment of Initial Franchise Fees, including Development Fees, will be deferred until Franchisor has met all of its initial obligations to Franchisee and Franchisee has commenced doing business. This financial assurance requirement was imposed by the Illinois Attorney General's Office due to Franchisor's financial status.

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

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

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

Your rights upon termination and non-renewal of a franchise agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act

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

PREMIER RENTAL PURCHASE, INC.	**FRANCHISEE:** _____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Indiana Addendum to the Franchise Agreement

This Addendum relates to franchises sold in Indiana and is intended to comply with the Indiana statutes and regulations. The parties agree to supplement the Franchise Agreement as follows:

1. Pursuant to Section 23.2-2.7-1 of the Indiana Code, it is unlawful for any franchise agreement entered into between any franchisor and a franchisee who is either a resident of Indiana or a nonresident who will be operating a franchise in Indiana to contain any of the following provisions:

(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the franchisor or sources designated by the franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the franchisor. However, the publication by the franchisor of a list of approved suppliers of goods, supplies, inventories, or service or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the franchisor does not constitute designation of a source nor does a reasonable right of the franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the franchisor.

(2) Allowing the franchisor to establish a franchisor-owned outlet engaged in a substantially identical business to that of the franchisee within the exclusive territory granted the franchisee by the franchise agreement; or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area.

(3) Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of the franchisee.

(4) Allowing the franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee.

(5) Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by this chapter or requiring any controversy between the franchisee and the franchisor to be referred to any person, if referral would be binding on the franchisee. This subdivision does not apply to arbitration before an independent arbitrator.

(6) Allowing for an increase in prices of goods provided by the franchisor which the franchisee had ordered for private retail consumers prior to the franchisee's receipt of an official price increase notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subdivision.

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subdivision includes any material violation of the franchise agreement.

(8) Permitting the franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the franchisee meets certain conditions specified in the agreement.

(9) Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three (3) years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring the franchisee to participate in any:

(A) advertising campaign or contest;

(B) promotional campaign;

(C) promotional materials; or

(D) display decorations or materials;

at an expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay.

2. If the Franchise Agreement contains a provision that is inconsistent with the Indiana Code, the provisions of the Indiana Code will supersede the Franchise Agreement.

3. This Addendum will have effect only if the Franchise Agreement and/or the relationship between you and Franchisor satisfy all of the jurisdictional requirements of the Indiana Code, without considering this Addendum. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

PREMIER RENTAL PURCHASE, INC.	**FRANCHISEE (Print name of company):**
	_____
By: _____	By: _____
Name: _____	Name: _____
Date: _____	Date: _____

Maryland Disclosure

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the Disclosure Document of Premier Rental Purchase, Inc. for use in the State of Maryland is amended as follows:

Item 5 and Item 7, Additional Disclosures.

The state of Maryland required us to defer collection of the initial franchise fee and other initial payments due under the Franchise Agreement until the time that we have satisfied our pre-opening obligations to you and you are ready to open your Franchised Business. The deferral requirement has been imposed by the Maryland Securities Division based on our financial condition.

Accordingly, you will pay the initial franchise fee and other initial payments to us when we have performed our pre-opening obligations to you and you are ready to open for business.

Item 17, Additional Disclosures.

The general releases required for renewal or transfer will not apply with respect to any claim you may have which arises under the Maryland Franchise Registration and Disclosure Law.

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

Notwithstanding any provision of the Franchise Agreement to the contrary, any and all claims arising under the Maryland Franchise Registration and Disclosure Law must be commenced within three (3) years from the grant of the franchise or the action will be barred.

Item 22, Additional Disclosure.

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.

Exhibit L, Additional Disclosure

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

Exhibit M, Additional Disclosure

This release does not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Maryland Amendment to the Franchise Agreement

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Premier Rental-Purchase Franchise Agreement (the "Agreement") agree as follows:

1. Section 2.2.6 of the Agreement, under the heading "Renewal Term," is amended to add the following:

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

2. Section 4 of the Agreement, "Fees," is amended to add the following:

The state of Maryland required us to defer collection of the initial franchise fee and other initial payments due under the Franchise Agreement until the time that we have satisfied our pre-opening obligations to you and you are ready to open your Franchised Business. The deferral requirement has been imposed by the Maryland Securities Division based on our financial condition. Accordingly, you will pay the initial franchise fee and other initial payments to us when we have performed our pre-opening obligations to you and you are ready to open for business.

3. Section 12.3.2 of the Agreement, under the heading "Sale, Assignment or Transfer," is amended to add the following:

> The general release required as a condition of sale, assignment or transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. Section 20.3 of the Agreement, under the heading "Dispute Resolution," is amended to add the following:

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

5. Section 20.9 of the Agreement, under the heading "Dispute Resolution," is amended to add the following:

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

6. Section 21 of the Agreement, under the heading "Miscellaneous Provisions," is amended to add the following:

> Any acknowledgments or representations made by the franchisee in the Franchise Agreement which disclaim the occurrence and or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law are not intended to nor will they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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

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

PREMIER RENTAL PURCHASE, INC.	**FRANCHISEE:** _____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Maryland Amendment to the Software License

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Premier Rental-Purchase Software License (the "Agreement") agree as follows:

1. Article I of the Agreement, under the heading “SOFTWARE LICENSE GRANT AND FEE,” is amended to add the following:

The state of Maryland required us to defer collection of the initial franchise fee and other initial payments due under the Franchise Agreement until the time that we have satisfied our pre-opening obligations to you and you are ready to open your Franchised Business. The deferral requirement has been imposed by the Maryland Securities Division based on our financial condition. Accordingly, you will pay the software license fee to us when we have performed our pre-opening obligations to you and you are ready to open for business.

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

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

PREMIER RENTAL PURCHASE, INC

By:_____
Kenneth P. Earle, President/CEO

FRANCHISEE:

_____

By:_____

Print Name:_____

Title:_____

Maryland Amendment to the Development Agreement

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Premier Rental-Purchase Development Agreement (the "Agreement") agree as follows:

1. Section 2 of the Agreement, under the heading “Development Fee,” is amended to add the following:

The state of Maryland required us to defer collection of the initial franchise fee and other initial payments due under the Franchise Agreement until the time that we have satisfied our pre-opening obligations to you and you are ready to open your Franchised Business. The deferral requirement has been imposed by the Maryland Securities Division based on our financial condition. Accordingly, you will pay the development fee when we have performed our pre-opening obligations to you and you are ready to open for business.

2. Section 12.4 of the Agreement, under the heading “Dispute Resolution,” is amended to add the following:

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

3. Section 12.9 of the Agreement, under the heading “Dispute Resolution,” is amended to add the following:

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

4. Section 13 of the Agreement, under the heading “Miscellaneous Provisions,” is amended to add the following:

Any acknowledgments or representations made by the developer in the Development Agreement which disclaim the occurrence and or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law are not intended to nor will they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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

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

PREMIER RENTAL PURCHASE, INC.	**DEVELOPER:**_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Michigan Disclosure

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

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise Investment Law. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

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

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

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) the failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(ii) the fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) the unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

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

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

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

(j) 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.

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

Any questions regarding these Additional Disclosures shall be directed to the Department of the Attorney General, Consumer Protection Division, 670 Law Building, 525 West Ottawa Street, Lansing, Michigan 48913, (517) 373-7717.

New York Disclosure

Cover page, Additional Disclosures.

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT J OR YOUR PUBLIC LIBRARY FOR RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. PREMIER MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, PREMIER CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

Item 3, Additional Disclosures.

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

1. 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.

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

3. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten years 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.

3. 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.

Item 17, Revised Disclosures.

1. *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 Our 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; this proviso intends that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

2. *The following language replaces the "Summary" section in Item 17(d), titled "Termination by you":*

   You may terminate the Franchise Agreement on any grounds available by law.

3. *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 the franchisee by Article 33 of the General Business Law of the State of New York.

Item 22, Additional Disclosure.

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.

Receipts, Additional Disclosure.

Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

New York Amendment to the Franchise Agreement

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

1. Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Sections 680 – 695 may not be enforceable.

2. Releases. Section 2.2.7 and Section 12.3.2 are each amended to add the following:

   The foregoing release of claims against Franchisor does not release any claim you may have under New York General Business Law, Article 33, Sections 680-695.

3. Assignment by Franchisor. Section 12.1 is amended by adding the following:

   Franchisor will not assign its rights under the Franchise Agreement except to an assignee who in Franchisor's good faith judgment is willing and able to assume Franchisor's obligations under the Franchise Agreement.

4. Termination by Franchisee. Section 13 is amended by adding the following:

   You may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

5. Governing Law. Section 20.4 is amended by adding the following:

   Notwithstanding the foregoing, the New York General Business Law shall govern any claim arising under that law.

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.

7. This Addendum will have effect only if the Franchise Agreement and/or the relationship between Franchisor and you satisfy all of the jurisdictional requirements of New York General Business Law, without considering this Addendum. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

PREMIER RENTAL PURCHASE, INC.

By: _____

Title: _____

Date: _____

FRANCHISEE (Print name of company):

_____

By: _____

Title: _____

Date: _____

New York Amendment to the Development Agreement

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

1. Any provision in the Development Agreement that is inconsistent with the New York General Business Law, Article 33, Sections 680 – 695 may not be enforceable.

2. Assignment by Franchisor. Section 6.1 is amended by adding the following:

   Franchisor will not assign its rights under the Development Agreement except to an assignee who in Franchisor's good faith judgment is willing and able to assume Franchisor's obligations under the Development Agreement.

4. Termination by Developer. Section 7 is amended by adding the following:

   You may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

5. Governing Law. Section 12.4 is amended by adding the following:

   Notwithstanding the foregoing, the New York General Business Law shall govern any claim arising under that law.

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.

7. This Addendum will have effect only if the Development Agreement and/or the relationship between Franchisor and you satisfy all of the jurisdictional requirements of New York General Business Law, without considering this Addendum. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect.

PREMIER RENTAL PURCHASE, INC.	**DEVELOPER:**_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

STATEMENT OF DISCLOSURE DOCUMENT ACCURACY

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

Virginia Disclosure

Item 5 is amended to add the following statement:

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 we have completed our pre-opening obligations under the franchise agreement.

Item 17.h. is amended to add the following:

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 or Development 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 given right to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchise to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

Item 22 is amended to add the following:

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.

Virginia Amendment to the Franchise Agreement

In recognition of the requirements of the Virginia Retail Franchising Act, the parties to the attached Premier Rental-Purchase Franchise Agreement agree as follows:

1. Section 4 of the Agreement is amended to add the following:

Payment of initial franchise fees and other initial payments will be deferred until Franchisor has met all of its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Virginia State Corporation Commission due to Franchisor's financial status.

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

PREMIER RENTAL PURCHASE, INC.

By:_____

Name:_____

Title:_____

FRANCHISEE: _____

By:_____

Name:_____

Title:_____

Virginia Amendment to the Development Agreement

In recognition of the requirements of the Virginia Retail Franchising Act, the parties to the attached Premier Rental-Purchase Development Agreement agree as follows:

1. The following language is added to the end of Section 2.1:

   Notwithstanding anything to the contrary in this Development Agreement, the Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the development fee until the franchisor has completed its pre-opening obligations and the franchisee is ready to open for business.

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

PREMIER RENTAL PURCHASE, INC.

By:_____

Name:_____

Title:_____

DEVELOPER: _____

By:_____

Name:_____

Title:_____

EXHIBIT L

COMPLIANCE CERTIFICATION

As you know, we and you are preparing to enter into a Franchise Agreement and/or Development Agreement that will grant you the right to own and operate at least one Premier Rental-Purchase store ("Store"). The purpose of this Certification is to determine whether any statements or promises were made to you that we have not authorized and that may be untrue, inaccurate, or misleading. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Have you received and personally reviewed the Franchise Agreement and, if you are signing a Development Agreement, the Development Agreement?

   Yes _____ No _____

2. Do you understand the rights and obligations you and we will have under these Agreements?

   Yes _____ No _____

   If not, what questions do you have?

3. Have you received and personally reviewed the Premier Rental-Purchase Disclosure Document ("FDD")?

   Yes _____ No _____

4. Did you receive the FDD at least 14 calendar days before today?

   Yes _____ No _____

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

   Yes _____ No _____

   If not, what parts of the FDD and/or Addendum do you not understand?

6. Are you signing an Addendum to any Agreement?

   Yes _____ No _____

   If yes, what Addendum are you signing?_____

   If yes, do you understand the rights and obligations you and we will have under each Addendum you are signing?

Yes _____ No _____

If not, what questions do you have?

7. Has Premier Rental-Purchase made any material change to any agreement you are signing today that you have not seen or agreed to at least seven calendar days before today?

   Yes _____ No _____

   If yes, what changes(s) have been made:

8. Have you had the opportunity to discuss with an attorney, accountant, or other professional advisor the benefits and risks of establishing and operating a Store, as well as your rights and obligations under any Agreement or Addendum that you will be signing today?

   Yes _____ No _____

   If not, do you wish to have more time to do so?

   Yes _____ No _____

9. Are you aware of the fact that unless prohibited by law, under the Franchise Agreement and Development Agreement we and you have both agreed to (i) waive a jury trial; (ii) reduce the time within which each of us can assert a claim against the other; and (iii) waive any right or claim of punitive, exemplary or consequential damages against the other?

   Yes _____ No _____

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

    Yes _____ No _____

11. Has any employee or other person speaking on our behalf made any statement or promise concerning the revenues, profits or operating costs of a Store that is contrary to, or different from, the information contained in the FDD?

    Yes _____ No _____

12. Has any employee or other person speaking on our behalf made any statement or promise regarding the amount of money you may earn in operating a Store?

    Yes _____ No _____

13. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Store?

    Yes _____ No _____

14. Has any employee or other person speaking on our behalf made any statement, promise or agreement that is contrary to, or different from, the information contained in the FDD?

    Yes _____ No _____

15. Have you entered into any binding agreement with or paid money to us concerning the grant of franchise or development rights prior to today?

    Yes _____ No _____

16. With respect to the Agreements and Addenda being signed today, has any employee or other person speaking on our behalf made any statement, promise or agreement concerning:

    - the rights or obligations which either we will have to you or you will have to us under these Agreements or Addenda; or
    - the terms and conditions of these Agreements or Addenda

    that, in either circumstance, are not specifically stated in the Agreements or Addenda?

    Yes _____ No _____

17. During my negotiations and evaluations leading up to my decision to buy a Premier Rental-Purchase franchise, I communicated with the following individuals from Premier Rental-Purchase or its affiliates:

	Name	Address
1.		
2.		
3.		
4.		
5.		

[Insert Additional Names and addresses below if needed]

18. If you have answered "Yes" to any one of questions 11-16, please provide a full explanation of each "Yes" answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.)

Please understand that your responses to these questions are important to us and that we will rely on them. Your responses will not act as a release, estoppel, or waiver by you of any liability under any state franchise law.

By signing this Compliance Certification, you are representing that you have responded completely and truthfully to all of the above questions.

_____

APPLICANT

DATED: _____, 202_

EXHIBIT M

SAMPLE RELEASE

[This is our current form of general release that must be signed when required by the Franchise Agreement. We may, in our sole discretion, modify this form of release any time in the future.]

BACKGROUND:

A. Premier Rental-Purchase, Inc. ("Franchisor") and _____ ("Franchisee") are parties to a Franchise Agreement dated _____ (the "**Franchise Agreement**");

B. The Franchise Agreement requires that as a pre-requisite to any _____, _____, must execute a General Release.

NOW, THEREFORE, _____, hereby agree as follows:

1. Release. _____, its officers, directors and holders of any ownership interest in _____ Franchise Agreement obligations, and each of all of their respective agents, heirs, administrators, successors and assigns (the "**Franchisee Group**"), hereby forever release and discharge, and forever hold harmless Franchisor, its current and former affiliates and predecessors, and their respective shareholders, partners, members, directors, officers, agents, representatives, heirs, administrators, successors and assigns (the "**Franchisor Group**") from any and all claims, demands, debts, liabilities, actions or causes of action, costs, agreements, promises and expenses of every kind and nature whatsoever, at law or in equity, whether known or unknown, foreseen and unforeseen, liquidated or unliquidated, which _____ had, have or may have against any member of the Franchisor Group, including, without limitation, any claims or causes of action arising from, in connection with or in any way related or pertaining, directly or indirectly, to the Franchise Agreement, the relationship created by the Franchise Agreement, or the development, ownership or operation of the business contemplated by the Franchise Agreement. The Franchisee Group further indemnifies and holds the Franchisor Group harmless against, and agrees to reimburse them for any loss, liability, expense or damages (actual or consequential) including, without limitation, reasonable attorneys', accountants' and expert witness fees, costs of investigation and proof of facts, court costs and other litigation and travel and living expenses, which any member of the Franchisor Group may suffer with respect to any claims or causes of action which any customer, creditor or other third party now has, ever had, or hereafter would or could have, as a result of, arising from or relating to the Franchise Agreement or the business contemplated by the Franchise Agreement. The Franchisee Group represent and warrant that they have not made an assignment or any other transfer of any interest in the claims, causes of action, suits, debts, agreements or promises described herein.

2. Effective Date of Release. The effective date of this Release is _____, 202____.

3. Use of Counterparts. This Release may be executed in counterparts, and each such counterpart, when taken together with all other identical copies of this Release also signed in counterpart, shall be considered as one Release.

4. [For Maryland franchisees, add this paragraph]: Franchisor, Franchisee, and _____ agree that all actions with respect to claims arising under the Maryland Franchise Registration and Disclosure Law, shall be commenced in the state or federal court of general jurisdiction in Maryland, and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts.

5. [For California franchisees, add this paragraph]: Each of the Franchisee Group expressly waives and relinquishes all rights and benefits which either may now have or in the future have under and by virtue of California Civil Code Section 1542. The parties do so understanding the significance and consequence of such specific waiver. Section 1542 provides that "[a] general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." For the purpose of implementing a general release and discharge as described in Section 1. above, the parties expressly acknowledge that this Agreement is intended to include in its effect, without limitation, all claims described in Section 1 above which the parties do not know or suspect to exist in their favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claims.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Release.

Premier Rental-Purchase, Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

_____

_____

_____

_____

_____

_____
[Franchisee]

By: _____

Name: _____

Title: _____

Date: _____

INDIVIDUALS

_____
(Signature)

_____
(Print Name)

Date: _____

_____
(Signature)

_____
(Print Name)

Date: _____

EXHIBIT N

WELLS FARGO INVENTORY FINANCING AGREEMENT

INVENTORY FINANCING AGREEMENT

This Inventory Financing Agreement (as from time to time amended and together with any Transaction Statements, as hereinafter defined, "Agreement") is between Wells Fargo Commercial Distribution Finance, LLC ("Lender"), with its chief executive office and principal place of business at 10 South Wacker Drive, Chicago, Illinois 60606 and [Dealer Name], a [State] [Select Corporate Structure] ("Dealer") with its chief executive office and principal place of business at [Dealer Address].

1. Extensions of Credit. Subject to the terms of this Agreement, Lender may extend credit to or on behalf of Dealer from time to time to enable Dealer to purchase inventory from Lender-approved vendors ("Vendors") and for other purposes. Vendor approval is an ongoing process and depends, in part, on the total value of invoices approved by Lender with any given Vendor at any point in time. The total value of invoices approved by Lender with a vendor is subject to one or more maximum amounts separate from the amount of Dealer's credit line. Lender's decision to advance funds is at Lender's discretion. Lender may combine all of Lender's advances to Dealer or on Dealer's behalf, whether under this Agreement or any other agreement, whether provided by one or more of Lender's branch offices, and whether administered as separate sublimits, multiple accounts, or otherwise, together with all finance charges, fees and expenses related thereto, to constitute one debt and loan owed by Dealer. Without limiting the discretionary nature of this credit facility, Lender may, without notice to Dealer, elect not to finance any inventory sold by particular Vendors who are in default to Lender, who have exceed or will exceed (if such inventory is financed) the applicable maximum amount established for that Vendor, with respect to which Lender reasonably feels insecure. All advances and other transactions hereunder are for business purposes and not for personal, family, household or any other consumer purposes.

2. Financing Terms. Lender and Dealer agree to set forth in this Agreement only the general terms of Dealer's financing arrangement with Lender as certain financial terms depend, in part, on factors which vary from time to time, including without limitation, the availability of Vendor discounts, payment terms or other incentives, Lender's floorplanning volume with Dealer and Vendor and other economic factors. Upon agreeing to finance an item of inventory for Dealer, Lender will transmit, send or otherwise make available to Dealer a "Transaction Statement" which is a record that may be authenticated and which identifies the Collateral financed and/or the advance made and the terms and conditions of repayment of such advance. Dealer agrees that Dealer's failure to notify Lender in writing of any objection to a Transaction Statement within thirty (30) days after a Transaction Statement is transmitted, sent or otherwise made available to Dealer shall constitute Dealer's (a) acceptance of all terms thereof, (b) agreement that Lender is financing such inventory at Dealer's request, and (c) agreement that such Transaction Statement will be incorporated herein by reference. If Dealer objects to the terms of any Transaction Statement, Dealer will pay Lender for such inventory in accordance with the most recent terms for similar inventory to which Dealer has not objected (or, if there are no prior terms, at the lesser of 16% per annum or at the maximum lawful contract rate of interest permitted under applicable law), subject to termination of this Agreement by Lender and its rights under the termination provision contained herein. To the extent Vendor program subsidies are applicable to Dealer's financing program (each a "Lender Credit"), with respect to any advance Lender makes to a Vendor on behalf of Dealer, Lender may apply against any such amount owed to Vendor any amount Lender is owed from such Vendor for any such Lender Credit; provided, however, in the event Vendor does not remit any such Lender Credit, Dealer agrees to pay the full amount of such Lender Credit.

3. Security Interest.

(a) Dealer hereby grants to Lender a security interest in all of the Collateral as security for all Obligations.

(b) "Collateral" means all personal property of Dealer, whether such property or Dealer's right, title or interest therein or thereto is now owned or existing or hereafter acquired or arising, and wherever located, including without limitation, all Accounts, Inventory, Equipment, Fixtures, other Goods, General Intangibles (including without limitation, Payment Intangibles), Chattel Paper (whether tangible or electronic), Instruments (including without limitation, Promissory Notes), Deposit Accounts, Investment Property and Documents and all Products and Proceeds of the foregoing. Without limiting the foregoing, the Collateral includes Dealer's right to all Vendor Credits (as defined below). Similarly, the Collateral includes, without limitation, all books and records, electronic or otherwise, which evidence or otherwise relate to any of the foregoing property, and all computers, disks, tapes, media and other devices in which such records are stored. For purposes of this Section 3 only, capitalized terms used in this Section 3, which are not otherwise defined, shall have the meanings given to them in Article 9 of the Illinois Uniform Commercial Code.

(c) "Obligations" means all indebtedness and other obligations of any nature whatsoever of Dealer to Lender, whether such indebtedness or other obligations arise under this Agreement or any other existing or future agreement between or among Dealer and Lender or otherwise, and whether for principal, interest, fees, Charges, expenses, indemnification obligations or otherwise, and whether such indebtedness or other obligations are existing, future, direct, indirect, acquired, contractual, noncontractual, joint and/or several, fixed, contingent or otherwise.

(d) "Vendor Credits" means all of Dealer's rights to any price protection payments, rebates, discounts, credits, factory holdbacks, incentive payments and other amounts which at any time are due Dealer from a Vendor.

4. Representations and Warranties. Dealer represents and warrants that at the time of execution of this Agreement and at the time of each approval and each advance hereunder: (a) Dealer does not conduct business under any trade styles or trade names except as disclosed by the Dealer to Lender in writing and has all the necessary authority to enter into and perform this Agreement and Dealer will not violate its organizational documents, or any law, regulation or agreement binding upon it, by entering into or performing its obligations under this Agreement; (b) Dealer will only keep Collateral at locations within the U.S. which have been disclosed to Lender either (i) in writing prior to the execution of this Agreement or (ii) upon thirty (30) days written notice, and, in either case, which have been approved by Lender ("Permitted Locations"); (c) this Agreement correctly sets forth Dealer's true legal name, the type of its organization (if not an individual), the state in which Dealer is incorporated or otherwise organized, and Dealer's organizational identification number, if any; (d) all information supplied by Dealer to Lender, including any financial, credit or accounting statements or application for credit, in connection with this Agreement is true, correct and complete; (e) Dealer has good title to all Collateral; and (f) there are no actions or proceedings pending or threatened against Dealer which might result in any material adverse change in Dealer's financial or business condition.

5. Covenants.

(a) Until sold as permitted by this Agreement, Dealer shall own all Collateral financed by Lender free and clear of all liens, security interests, claims and other encumbrances, whether arising by agreement or operation of law (collectively "Liens"), other than Liens in favor of Lender and subordinate Liens in favor of other persons with respect to which Lender shall have first consented in writing.

(b) Dealer will: (1) keep all Collateral at Permitted Locations and keep all tangible Collateral safe and secure, in good order, repair and operating condition and insured as required by Lender; (2) promptly file all tax returns required by law and promptly pay all taxes, fees, and other governmental charges for which it is liable, including without limitation all governmental charges against the Collateral or this Agreement; (3) permit Lender and its designees, without notice, to inspect the Collateral during normal business hours and at any other time Lender deems desirable (and Dealer hereby grants Lender and its designees an irrevocable license to enter Dealer's business locations during normal business hours without notice to Dealer to account for and inspect all Collateral and to examine and copy Dealer's books and records related to the Collateral), and in connection with any inspection, provide Lender and its designees safe and secure access to the Collateral and comply with any request made by Lender or its designees to move the Collateral in order to provide such safe and secure access; (4) keep complete and accurate records of its business, including inventory, accounts and sales, and permit Lender and its designees to inspect and copy such records upon request; (5) furnish Lender with such additional information regarding the Collateral and Dealer's business and financial condition as Lender may from time to time reasonably request (including without limitation financial statements and projections more frequently than set forth below); (6) immediately notify Lender of any material adverse change in Dealer's prospects, business, operations or condition (financial or otherwise) or in any Collateral; (7) execute (or cause any third party in possession of Collateral to execute) all documents Lender requests to perfect and maintain Lender's security interest in the Collateral; (8) deliver to Lender immediately upon each request by Lender (and Lender may retain) each certificate of title or statement of origin issued for Collateral financed by Lender; (9) at all times be duly organized, existing, in good standing, qualified and licensed to do business in each jurisdiction in which the nature of its business or property so requires and, when requested, provide Lender with documentation evidencing the same; (10) notify Lender of the commencement of any material legal

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proceedings against Dealer or any Guarantor (as defined below); and (11) comply with all laws, rules and regulations applicable to Dealer, including without limitation, the USA PATRIOT ACT and all laws, rules and regulations relating to import or export controls or anti-money laundering.

(c) Dealer will not without Lender's prior written consent: (1) use (except for demonstration for sale), rent, lease, sell, transfer, consign, license, encumber or otherwise dispose of Collateral except for sales of inventory at retail in the ordinary course of Dealer's business; (2) engage in any other material transaction not in the ordinary course of Dealer's business; (3) change its business in any material manner or its organizational structure or be a party to a merger or consolidation or change its registration to a registered organization other than as specified above; (4) change its name without giving Lender at least thirty (30) days' prior written notice thereof; (5) change the state in which it is incorporated or otherwise organized (except upon thirty (30) days' prior written notice to Lender); (6) change its chief executive office or office where it keeps its records with respect to accounts or chattel paper; (7) finance on a secured basis with any Vendor or any third party the acquisition of inventory of the same brand as any inventory financed or to be financed by Lender; (8) store inventory financed by Lender with any third party; or (9) sell or otherwise transfer inventory to a Dealer Affiliate. "Dealer Affiliate" means any person that: (i) directly or indirectly controls, is controlled by or is under common control with Dealer, (ii) directly or indirectly owns 5% or more of Dealer, (iii) is a director, partner, manager, or officer of Dealer or an affiliate of Dealer, or (iv) any natural person related to Dealer or an affiliate of Dealer.

6. Insurance. All risk of loss, damage to or destruction of Collateral shall at all times be on Dealer. Dealer shall keep tangible Collateral insured for full value against all insurable risks under policies delivered to Lender and issued by insurers satisfactory to Lender with loss payable to Lender. Lender is to be provided with any written notice of cancellation or change in such policies within two (2) Business Days of the issuance of such notice. Lender is authorized, but not required, to act as attorney-in-fact for Dealer in adjusting and settling any insurance claims under any such policy and in endorsing any checks or drafts drawn by insurers. Dealer shall promptly remit to Lender in the form received, with all necessary endorsements, all proceeds of such insurance which Dealer may receive. Lender, at its election, shall either apply any proceeds of insurance it may receive toward payment of the Obligations or pay such proceeds to Dealer. For purposes of this Agreement, "Business Day" means any day the Federal Reserve Bank of Chicago is open for the transaction of business.

7. Financial Statements. Unless waived by Lender, Dealer will deliver to Lender, in a form satisfactory to Lender (a) Dealer's year-end balance sheet and annual profit and loss statement for each of its fiscal years, within twenty (20) days after the same are prepared but in no event later than one hundred twenty (120) days after the end of each fiscal year; (b) within forty-five (45) days after the end of each of Dealer's fiscal quarters, a reasonably detailed balance sheet and income statement as of the last day of such quarter covering Dealer's operations for such quarter; and (c) within ten (10) days after Lender's request, any other information relating to the Collateral or the financial condition of Dealer or any Guarantor.

8. Payment Terms.

(a) Dealer will immediately pay Lender the principal amount of the Obligations owed Lender on each item of Collateral financed by Lender on the earliest occurrence of any of the following events: (i) when such Collateral is lost, stolen or damaged; (ii) for Collateral financed under any pay-as-sold ("PAS") terms, when such Collateral is sold, transferred, rented, leased, otherwise disposed of, unaccounted for, or its payment term has matured; (iii) for Collateral financed under any scheduled payment program ("SPP") terms, in strict accordance with the installment payment schedule; (iv) in strict accordance with any curtailment schedule for such Collateral; and (v) when otherwise required under the terms of this Agreement. The PAS, SPP and curtailment terms are or may be set forth in a Transaction Statement. Lender may apply: (1) payments to reduce finance charges first and then principal, regardless of Dealer's instructions; and (2) principal payments to the oldest (earliest) invoice for Collateral financed by Lender, but, in any event, all principal payments, may, in Lender's sole discretion, first be applied to such Collateral which is sold, lost, stolen, damaged, rented, leased, or otherwise disposed of or unaccounted for. Any payment hereunder which would otherwise be due on a day which is not a Business Day, shall be due on the next succeeding Business Day, with such extension of time included in any calculation of applicable finance charges.

(b) If Dealer (i) fails to immediately remit funds to Lender upon the maturity of Dealer's applicable payment terms with respect to such advance or upon the sale, transfer, rental, lease, loss, theft, damage, or other disposition of or inability to account for any inventory financed by Lender for Debtor (a "sale out of trust" or "SOT") or (ii) is required to make immediate payment to Lender of any past due obligation discovered during any Collateral review, or at any other time, then Lender's acceptance of any payment with respect to such past due obligation (whether in full or partial satisfaction of such obligation) shall not be construed to have waived or amended the terms of its financing program. Dealer will send all such payments to Lender as directed.

(c) Any Vendor Credit granted to Dealer for any Collateral will not reduce the Obligations Dealer owes Lender until Lender has received payment therefor as set forth below. Dealer will: (i) pay Lender even if any Collateral is defective or fails to conform to any warranties extended by any third party; and (ii)) indemnify and hold Lender harmless against all claims and defenses asserted by any buyer of any Collateral. Dealer waives all rights of setoff Dealer may have against Lender. Dealer will not assert against Lender any claim or defense Dealer may have against any Vendor and any such claims or defenses shall not affect Dealer's liabilities or obligations to Lender.

(d) Any advances which are not used to acquire inventory, as contemplated hereby, shall be paid on demand unless otherwise provided in this Agreement or in any Transaction Statement. In order to adequately secure Dealer's Obligations to Lender, Dealer shall, at Lender's request, immediately pay Lender the amount necessary to reduce the sum of Lender's outstanding advances with respect to inventory received by Dealer to an amount which does not exceed the aggregate invoice price to Dealer of the inventory in Dealer's possession which (i) is financed by Lender, and (ii) in which Lender has a perfected first priority lien.

(e) All payments due by Dealer to Lender under this Agreement or otherwise shall be made by check made on a United States bank, ACH, EDI or federal wire, in each case drawn on an account established in the name of Dealer. Payment in any other form may delay processing or be returned to Dealer, and may cause Dealer to incur a late payment fee. Lender policy bars payment by cash or cash equivalents and any such payments will be declined; Lender reserves the right to decline other forms of payment, including but not limited to, cashier's checks, money orders, bank drafts, third-party checks and traveler's checks. In the event of any such payment decline, Dealer's debt will remain outstanding and interest/fees permitted under Dealer's agreement may accrue until acceptable payment is received. Lender will recognize and credit payments according to its payment recognition policies from time to time in effect, or as otherwise agreed. Information regarding Lender's payment recognition policy is available from Dealer's Lender representative, the Lender website, or will be communicated pursuant to Section 10(b) below.

9. Calculation of Charges.

(a) Dealer shall pay fees, charges and interest (collectively, "Charges") with respect to each advance in accordance with the Agreement. Dealer shall pay Lender its customary Charge for any check or other item which is returned unpaid to Lender. Unless otherwise provided in the Agreement, the following additional provisions shall be applicable to Charges: (i) any reference to "Prime Rate," "One month Libor," and/or "Three Month Libor" shall mean, for any calendar month, an interest rate (calculated on a 360-day year basis as set forth herein) equal to the highest "prime rate," "One month Libor," and/or "Three month Libor" rate, respectively, as published in the "Money Rates" column of The Wall Street Journal on the first Business Day of such month; If for any reason such rate is no longer published in The Wall Street Journal, Lender shall select such replacement index as Lender in its sole discretion determines most closely approximates such rate; (ii) all Charges shall be paid by Dealer monthly pursuant to the terms of the billing statement in which such Charges appear; (iii) interest on each advance and principal amount of the Obligations related thereto shall be computed for any period by dividing the interest rate provided in each applicable Transaction Statement by 360 (the quotient of which is herein referred to as the "Daily Rate"), and then multiplying the Daily Rate by either (A) the average principal balance outstanding during such period, or (B) the actual principal balance outstanding on each day during such period; (iv) interest on an advance shall begin to accrue on the Start Date, which shall be defined as the earlier of: (A) the invoice date referred to in the Vendor's invoice; or (B) the ship date referred to in the Vendor's invoice; or (C) the date Lender makes such advance; provided, however, if a Vendor fails to fully pay, by honoring or paying any Lender Credit or otherwise, the interest or other cost of financing such inventory during the period between the Start Date and the end of the Free Floor Period (as defined below), then Dealer shall pay such interest to Lender on demand as if there were no Free Floor Period with respect to such inventory; (v) for the purpose of computing Charges, any payment will be credited pursuant to Lender's payment recognition policies, as in effect from time to time; (vi) advances or any part thereof not paid when due (and Charges not paid when due, at the option of Lender, shall become part of the principal amount of the Obligations and) shall bear interest at the Default Rate (as defined below); and (vii) all interest rates provided or referenced in Transaction Statements, including all references to base rate, prime rate and additions to base rate or prime rate, are provided and referenced on the basis of a 360-day year. The method of calculating interest provided in this Section 9(a) (i.e., the interest rate calculated based on a year of 360 days, for the

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actual number of days elapsed) will result in a higher effective rate than the quoted numeric rate provided in the Transaction Statement. For purposes of this Agreement, the following definitions shall apply: "Default Rate" shall mean the default rate specified in Dealer's financing program with Lender, if any, or if there is none so specified, at the lesser of 3% per annum above the rate in effect immediately prior to the Default, or the highest lawful contract rate of interest permitted under applicable law; "Free Floor Period" shall mean a period equal to the number of days during which a Vendor agrees to assume the cost of financing Collateral purchased by Dealer by granting Lender a Lender Credit.

(b) Lender intends to strictly conform to the usury laws governing this Agreement. Regardless of any provision contained herein, in any Transaction Statement, or in any other document, Lender shall never be deemed to have contracted for, charged or be entitled to receive, collect or apply as interest, any amount in excess of the maximum amount allowed by applicable law. If Lender ever receives any amount which, if considered to be interest, would exceed the maximum amount permitted by law, Lender will apply such excess amount to the reduction of the unpaid principal balance which Dealer owes, and then will pay any remaining excess to Dealer. In determining whether the interest paid or payable exceeds the highest lawful rate, Dealer and Lender shall, to the maximum extent permitted under applicable law, (1) characterize any non-principal payment (other than payments which are expressly designated as interest payments hereunder) as an expense or fee rather than as interest, (2) exclude voluntary pre-payments and the effect thereof, and (3) spread the total amount of interest throughout the entire term of this Agreement so that the interest rate is uniform throughout such term. Dealer agrees to pay an effective rate of interest that is the sum of (i) the interest rate provided in this Agreement, including as provided in each accepted Transaction Statement, as may be amended as provided herein; and (ii) any additional rate of interest resulting from any other charges or fees paid or to be paid by Dealer pursuant to this Agreement and that are determined to be interest or in the nature of interest.

(c) If a Benchmark Transition Event (as defined below) occurs, Lender may (1) replace the One month Libor and/or Three month Libor with (i) an alternate rate of interest that has been selected by Lender as the replacement for One month Libor or Three month Libor, as applicable, which rate may be, without limitation, a forward-looking term rate based on the secured overnight financing rate ("SOFR") published by the Federal Reserve Bank of New York or the Prime Rate or another benchmark selected by Lender, plus (ii) a spread adjustment selected by Lender (collectively, the "Benchmark Replacement"), and (2) make technical, administrative and/or operational changes, including without limitation, (i) the margins or adders which may, from time to time, be added to the Benchmark Replacement, (ii) the timing and frequency of determining rates, and (iii) the payment of interest or other Charges and other administrative matters as may be, in each case, appropriate, in the sole discretion of Lender, to reflect the adoption of the Benchmark Replacement and to permit the administration thereof by Lender in such manner as Lender may determine (collectively, the "Benchmark Replacement Conforming Changes"). The Benchmark Replacement shall replace all references to the One month Libor or Three month Libor, as applicable, and the Benchmark Replacement Conforming Changes shall become effective, on the date(s) set forth in a written notice thereof to Dealer (the "Benchmark Replacement Notice") without any amendment or other modification to the Agreement and without any further action or consent of Dealer and/or any other person or entity; and, for the avoidance of doubt, the Benchmark Replacement and the Benchmark Replacement Conforming Changes shall be effective with respect to all then outstanding Obligations, as well as any and all Obligations arising thereafter. A "Benchmark Transition Event" means the occurrence of one or more of the following events with respect to One month Libor or Three month Libor: (a) a public statement or publication of information by or on behalf of the administrator of One month Libor or Three month Libor, or any successor administrator (collectively, "Benchmark Administrator") or a regulatory supervisor for or any insolvency or resolution official with authority over the Benchmark Administrator announcing that: (i) the Benchmark Administrator has ceased or will cease to provide One month Libor or Three month Libor, permanently or indefinitely; or (ii) One month Libor or Three month Libor is no longer representative of underlying markets; or (b) notice is provided by Lender to Dealer of Lender's intention to adopt a new benchmark to replace One month Libor or Three month Libor; or (c) entrance by Lender and Dealer into a written agreement to adopt a new benchmark to replace One month Libor or Three month Libor.

10. Billing Statement/Fees; Right to Modify Charges and Other Terms.

(a) Lender will transmit, send or otherwise make available to Dealer a monthly billing statement identifying all charges due on Dealer's account with Lender. The charges specified on each billing statement will be (1) due and payable in full immediately on receipt, unless otherwise stated in writing in your billing statement, transaction statement or other written document provided by Lender, and (2) an account stated, unless Lender receives Dealer's written objection thereto within fifteen (15) days after it is transmitted, sent or otherwise made available to Dealer. If Lender does not receive, by the 25th day of any given month, payment of all charges accrued to Dealer's account with Lender during the immediately preceding month, Dealer will (to the extent allowed by law) pay Lender a late fee equal to the greater of $5 or 5% of the amount of such charges (payment of such fee does not waive the default caused by the late payment). Lender may adjust the billing statement at any time to conform to applicable law and this Agreement.

(b) Lender may charge one or more fees in connection with the servicing and administration of Dealer's account. From time to time, Lender may provide written notice to Dealer of new or changed fees, interest and/or other finance charges (including without limitation, increases or decreases in the periodic rate or amount of finance charges, the method of computing finance charges and when and how finance charges, and principal payments, are payable), policies, practices and other charges and/or credit terms (collectively, "Fees and Terms") payable by, or applicable to, Dealer or relating to Dealer's account generally, or in connection with specific services, or events, to be effective as of the notice date, or such other future effective date as Lender shall advise, with respect to existing Obligations owing by Dealer to Lender and/or to Obligations incurred or arising after such notice or future effective date, as the case may be, all as Lender may elect by so indicating in such notice. Such notice may be delivered by mail, courier or electronically in a separate writing or website posting, or set forth in the Transaction Statement and/or the billing statement. Dealer shall be deemed to have accepted such Fees and Terms by either (1) making any request for financing after the effective date of such notice, or (2) failing to notify Lender in writing of any objection to a Transaction Statement, billing statement or written notice advising of such Fees and Terms within fifteen (15) days after such notice has been sent to Dealer. If Dealer objects to the Fees and Terms, such Fees and Terms shall not be imposed, but Lender may charge or implement the last Fees and Terms to which Dealer has not objected, and may elect to terminate Dealer's financing program.

11. Default. The occurrence of one or more of the following events shall constitute a default by Dealer (a "Default"): (a) Dealer shall fail to pay any Obligations hereunder or other amounts, however or wherever documented, owed to Lender or to any person that at any time directly or indirectly controls, is controlled by, or is under common control with Lender (a "Lender Affiliate") when due or any remittance for any such Obligations or such other amounts is dishonored when first presented for payment; (b) any representation made to Lender by Dealer or by any guarantor, surety, issuer of a letter of credit or any person other than Dealer primarily or secondarily liable with respect to any Obligations (a "Guarantor") shall not be true when made or if Dealer or any Guarantor shall breach any covenant, warranty or agreement to or with Lender; (c) Dealer (including, if Dealer is a partnership or limited liability company, any partner or member of Dealer) or any Guarantor shall die, become insolvent or generally fail to pay its debts as they become due or, if a business, shall cease to do business as a going concern; (d) any letter of credit or other form of collateral provided by Dealer or a Guarantor to Lender with respect to any Obligations or Collateral shall terminate or not be renewed at least sixty (60) days prior to its stated expiration or maturity; (e) Dealer abandons any Collateral; (f) any Guarantor shall revoke, terminate or limit, or take any action purporting to revoke, terminate or limit, any guaranty or other assurance of payment relating to any Obligations; (g) Dealer or any Guarantor shall make an assignment for the benefit of creditors, or commence a proceeding with respect to itself under any bankruptcy, reorganization, arrangement, insolvency, receivership, dissolution or liquidation statute or similar law of any jurisdiction, or any such proceeding shall be commenced against it or any of its property (an "Automatic Default"); (h) an attachment, sale or seizure shall be issued or shall be executed against any assets of Dealer or of any Guarantor; (i) Dealer shall lose, or shall be in default of, any franchise, license or right to deal in any Collateral which Lender finances; (j) Dealer, Guarantor or any third party shall file any correction or termination statement with respect to any Uniform Commercial Code (the "UCC") filing made by Lender in connection herewith; (k) a material adverse change shall occur in the business, operations or condition (financial or otherwise) of Dealer (including, if Dealer is a partnership or limited liability company, any partner or member of Dealer) or any Guarantor or with respect to the Collateral; (l) Dealer or any Guarantor fails to pay any debt or perform any other obligation owed to any third party; (m) Dealer or any Guarantor defaults under the terms of any agreement with any Lender Affiliate; or (n) Lender in good faith believes the prospect of payment of any Obligations is impaired or Lender deems itself insecure.

12. Rights and Remedies Upon Default. Upon the occurrence of a Default, Lender shall have all rights and remedies of a secured party under the UCC as in effect in any applicable jurisdiction and other applicable law and all the rights and remedies set forth in this Agreement. Lender may terminate any obligations it has under this Agreement and any outstanding credit approvals immediately and/or declare any and all Obligations immediately due and payable without notice or demand. Dealer waives

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notice of intent to accelerate, and of acceleration of any Obligations. Lender may enter any premises of Dealer, with or without process of law, without force, to search for, take possession of, and remove the Collateral, or any part thereof. If Lender requests, Dealer shall cease disposition of and shall assemble the Collateral and make it available to Lender, at Dealer's expense, at a convenient place or places designated by Lender. Lender may take possession of the Collateral or any part thereof on Dealer's premises and cause it to remain there at Dealer's expense, pending sale or other disposition. Dealer agrees that the sale of inventory by Lender to a person who is liable to Lender under a guaranty, endorsement, repurchase agreement or the like shall not be deemed to be a transfer subject to UCC §9-618 or any similar provision of any other applicable law, and Dealer waives any provision of such laws to that effect. Dealer agrees that the repurchase of inventory by a Vendor pursuant to a repurchase agreement with Lender shall be a commercially reasonable method of disposition. Dealer shall be liable to Lender for any deficiency resulting from Lender's disposition, including without limitation a repurchase by a Vendor, regardless of any subsequent disposition thereof. Dealer is not a beneficiary of, and has no right to require Lender to enforce, any repurchase agreement. If Dealer fails to perform any of its obligations under this Agreement, Lender may perform the same in any form or manner Lender in its discretion deems necessary or desirable, and all monies paid by Lender in connection therewith shall be additional Obligations and shall be immediately due and payable without notice together with interest payable on demand at the Default Rate. All of Lender's rights and remedies shall be cumulative. At Lender's request, or without request in the event of an Automatic Default, Dealer shall pay all Vendor Credits to Lender as soon as the same are received for application to the Obligations. Dealer authorizes Lender to collect such amounts directly from Vendors and, upon request of Lender, shall instruct Vendors to pay Lender directly. Dealer irrevocably waives any requirement that Lender retain possession and not dispose of any Collateral until after trial or final judgment or appeal thereof. Lender's election to extend or not extend credit to Dealer is solely at Lender's discretion and does not depend on the absence or existence of a Default. If a Default is in effect, and without regard to whether Lender has accelerated any Obligations, Lender may, without notice, apply the Default Rate.

13. Power of Attorney. Dealer authorizes Lender to: (a) file financing statements and amendments thereto describing Lender as "Secured Party," Dealer as "Debtor" and indicating the Collateral; (b) authenticate, execute or endorse on behalf of Dealer any instruments, chattel paper, certificates of title, manufacturer statements of origin, builder's certificate, or other notices or records comprising or related to Collateral or evidencing financing under the Agreement or evidencing or maintaining the perfection of the security interest granted hereby, as attorney-in-fact for Dealer; and (c) supply any omitted information and correct errors in any documents between Lender and Dealer. This power of attorney and the other powers of attorney granted herein are irrevocable and coupled with an interest.

14. Collection and Other Costs. In the event of a Default, Dealer shall pay to Lender on demand all reasonable attorneys' fees and legal expenses and other costs and expenses incurred by Lender in connection with establishing, perfecting, maintaining perfection of, protecting and enforcing its Lien on the Collateral and collecting any Obligations, or in connection with any modification of this Agreement, any Default or in connection with any action or proceeding for possession or under any receivership, assignment for benefit of creditors, bankruptcy or other insolvency laws (including, without limitation, filing a proof of claim, motion for stay relief or monitoring such proceeding under any such laws to the full extent permitted under such law), involving the Dealer, any Guarantor or any Collateral. All fees, expenses, costs and other amounts described in this Section shall constitute Obligations, shall be secured by the Collateral and interest shall accrue thereon at the Default Rate.

15. Information.

(a) To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When Dealer opens an account, Lender will ask for the name(s), address(es), date(s) of birth, and other information that will allow Lender to identify Dealer, and its owner(s) and Guarantor(s) as applicable. Lender may also ask to see driver's licenses or other identifying documents related to Dealer, and its owner(s) and Guarantors as applicable. Failure to comply with such requests will constitute a Default under the Agreement.

(b) Dealer irrevocably authorizes Lender to investigate and make inquiries of former, current, or future creditors or other persons and credit bureaus regarding or relating to Dealer (including, to the extent permitted by law, any equity holders of Dealer). Lender may provide to any Lender Affiliate or any third parties any financial, credit or other information regarding Dealer (including, to the extent permitted by law, any equity holders of Dealer) that Lender may at any time possess, whether such information was supplied by Dealer to Lender or otherwise obtained by Lender. Further, Dealer irrevocably authorizes and instructs any third parties (including without limitation, any Vendors or customers of Dealer) to provide to Lender any credit, financial or other information regarding Dealer that such third parties may at any time possess.

16. Termination. Unless sooner terminated as provided in this Agreement or by at least thirty (30) days prior written notice from either party to the other, the term of this Agreement shall be for one (1) year from the date hereof and from year to year thereafter; provided, however, that Lender may terminate the Agreement immediately by notice to Dealer if Dealer objects to any terms of any Transaction Statement, billing statement or written notice advising of Fees and Terms. Upon termination of the Agreement, all Obligations shall become immediately due and payable without notice or demand. Upon any termination, Dealer shall remain fully liable to Lender for all Obligations arising prior to or after termination, and all of Lender's rights and remedies and its security interest shall continue until all Obligations to Lender are paid and all obligations of Dealer are performed in full. If Lender makes advances in reliance on a repurchase agreement from a Vendor, it may cease making such advances if it has any concern as to whether such repurchase agreement will cover future advances or be performed by such Vendor. No provision of the Agreement shall be construed to obligate Lender to make any advances. All waivers and indemnifications in Lender's favor set forth in this Agreement will survive any termination of this Agreement.

17. Binding Effect. Dealer cannot assign its interest in this Agreement without Lender's prior written consent. Lender may assign or participate Lender's interest, in whole or in part, without Dealer's consent. This Agreement will protect and bind Lender's and Dealer's respective heirs, representatives, successors and assigns, as the case may be.

18. Notices. Except as required by law or as otherwise provided herein, all notices or other communications to be given under the Agreement or under the UCC shall be in writing served either personally, by overnight courier, or by U.S. mail, addressed to Dealer at its chief executive office shown below or to any office to which Lender sends billing statements, or to Lender at its address shown in the preamble hereto, to the attention of its Credit Department, or at such other address designated by such party by notice to the other. Any such communication shall be deemed to have been given upon delivery in the case of personal delivery, one Business Day after deposit with an overnight courier or two (2) calendar days after deposit in the U.S. mail, except that any notice of change of address shall not be effective until actually received.

19. Severability. Except as set forth in Sections 22(e) and 22(k) of this Agreement, if any provision of this Agreement or its application is invalid or unenforceable, the remainder of this Agreement will not be impaired or affected and will remain binding and enforceable.

20. Miscellaneous. Time is of the essence regarding Dealer's performance of its obligations to Lender. Lender may accept this Agreement by issuance of an approval to a Vendor for the purchase of inventory by Dealer or by making an advance hereunder. Dealer's liability to Lender is direct and unconditional and will not be affected by the release or nonperfection of any security interest granted hereunder. Lender may refrain from or postpone enforcement of this Agreement or any other agreements between Lender and Dealer without prejudice, and the failure to strictly enforce these agreements will not create a course of dealing which waives, amends or modifies such agreements. Any waiver by Lender of a Default shall only be effective if in writing signed by Lender and transmitted to Dealer. The express terms of this Agreement will not be modified by any course of dealing, usage of trade, or custom of trade which may deviate from the terms hereof. If Dealer fails to pay any taxes, fees or other obligations which may impair Lender's interest in the Collateral, or fails to keep any Collateral insured, Lender may, but shall not be required to, pay such amounts. Such paid amounts will be: (a) additional Obligations which Dealer owes to Lender, which are subject to finance charges as provided herein and shall be secured by the Collateral; and (b) due and payable immediately in full. Section titles used herein are for convenience only, and do not define or limit the contents of any Section. All words used herein shall be understood and construed to be of such number and gender as the circumstances may require. This Agreement may be validly executed in one or more multiple counterpart signature pages. Notwithstanding anything herein to the contrary, Lender may rely on any facsimile copy, electronic data transmission, or electronic data storage of: this Agreement, any Transaction Statement, billing statement, financing statement, authorization to pre-file financing statements, invoice from a Vendor, financial statements or other reports, which

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will be deemed an original, and the best evidence thereof for all purposes. This Agreement shall be construed without presumption for or against any party who drafted all or any portion of this Agreement. No modification of this Agreement shall bind Lender unless in a writing signed by Lender and transmitted to Dealer. Among other symbols, Lender hereby adopts "Wells Fargo Commercial Distribution Finance, LLC," "Wells Fargo Commercial Distribution Finance" or "Lender" as evidence of its intent to authenticate a record.

21. Limitation of Remedies and Damages. In the event there is any dispute under this Agreement, the aggrieved party shall not be entitled to exemplary or punitive damages so that the aggrieved party's remedy in connection with any action arising under or in any way related to this Agreement shall be limited to a breach of contract action and any damages in connection therewith are limited to actual and direct damages, except that Lender may seek equitable relief in connection with any judicial repossession of, or temporary restraining order with respect to, the Collateral.

22. BINDING ARBITRATION.

THIS SECTION CONTAINS A BINDING ARBITRATION CLAUSE THAT MAY AFFECT HOW YOU RESOLVE DISPUTES.

(a) Arbitrable Claims. This Agreement concerns transactions involving commerce among the several states. The Federal Arbitration Act, Title 9 U.S.C. Sections 1 et seq., as amended ("FAA") shall govern all arbitration(s) and confirmation proceedings hereunder. Except as otherwise specified below, all actions, disputes, claims and controversies under common law, statutory law or in equity of any type or nature whatsoever, whether arising before or after the date of this Agreement, and whether directly or indirectly arising from or relating to: (a) this Agreement and/or any amendments and addenda hereto, or the breach, invalidity or termination hereof; (b) any previous or subsequent agreement between Lender and Dealer; (c) any act committed by Lender or by any parent company, subsidiary or affiliated company of Lender (the "Lender Companies"), or by any employee, agent, officer or director of a Lender Company, whether or not arising within the scope and course of employment or other contractual representation of the Lender Companies, provided that such act arises under a relationship, transaction or dealing between Lender and Dealer; and/or (d) any other relationship, transaction or dealing between Lender and Dealer (collectively the "Disputes"), will be subject to and resolved by binding arbitration. The arbitrator(s) shall decide whether the parties have agreed to arbitrate, and whether this binding arbitration section covers, the particular Dispute between the parties. Notwithstanding the foregoing, "Disputes" does not include any dispute or controversy about the validity or enforceability of this Binding Arbitration provision or any part thereof (including, without limitation, the Class Action Waiver set forth below and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide. However, any dispute or controversy that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide. For the avoidance of doubt, if there is any conflict or inconsistency between this Binding Arbitration provision and any other arbitration provision in any previous or subsequent agreement between Lender and Dealer (other than a subsequently executed Inventory Financing Agreement), the parties agree this Binding Arbitration provision shall control and supersede any such other arbitration provision. Moreover, the parties agree that either party may pursue individual claims against the other that do not exceed Seventy-Five Thousand Dollars ($75,000.00) in the aggregate through litigation as set forth hereafter. Service of arbitration claims, arbitration pleadings and confirmation pleadings or motions shall be effective if made by U.S. mail or overnight delivery to the address for the party described herein. Any change of address for purposes of service must be served by written notification to the other party at the address listed in this Agreement. The parties also agree that service on a party's registered agent in the state where the party is organized is proper and effective service on that party.

(b) Administrative Body. All arbitration hereunder will be conducted with either: (1) The American Arbitration Association ("AAA") pursuant to its Commercial Arbitration Rules; (2) United States Arbitration & Mediation ("USA&M") pursuant to its Consolidated Arbitration Rules; or (3) JAMS pursuant to its Streamlined Arbitration Rules & Procedures (exclusive in each case of any rules regarding class action proceedings which are prohibited hereunder). The party first filing an arbitration claim shall designate which arbitration forum and rules are to be applied for all Disputes between the parties. The arbitration rules are currently found at www.adr.org for AAA, at www.usam-midwest.com for USA&M and at jamsadr.com for JAMS. AAA claims may be filed in any AAA office. Claims filed with USA&M shall be filed in its Midwest office located at 720 Olive Street, Suite 2020, St. Louis, Missouri 63101. Claims filed with JAMS shall be filed in its Chicago office located at 71 S. Wacker Drive, Suite 3090, Chicago, Illinois 60606. If neither AAA, USA&M nor JAMS is willing or able to serve as the arbitration administrator, and the parties are unable to agree upon a substitute arbitrator, then the arbitrator will be selected by the court. All arbitrator(s) selected shall be attorneys with at least five (5) years experience in either secured transactions, bankruptcy or creditor's rights. All arbitrations shall be conducted by one arbitrator except as specifically set forth below or unless all parties agree otherwise. For all individual claims exceeding Two Million Dollars ($2,000,000.00), exclusive of interest, costs and attorney's fees, a party may demand that the arbitration be conducted by a panel of three (3) arbitrators instead of one arbitrator; provided that the requesting party shall pay all costs and arbitrator compensation associated with the additional two arbitrators. The parties shall select the arbitrator(s) using the procedures set forth in the arbitration rules of the applicable arbitral forum. The arbitrator(s) shall decide if any inconsistency exists between the rules of the applicable arbitral forum and the arbitration provisions contained herein. If such inconsistency exists, the arbitration provisions contained herein shall control and supersede such rules. The arbitrator(s) shall follow the terms of this Agreement and the applicable law, including without limitation, the attorney-client privilege and the attorney work product doctrine.

(c) Hearings. The parties desire to resolve any Disputes that may arise in the most efficient and cost-effective manner. With this desire in mind, each party hereby consents to a documentary hearing for all arbitration claims by submitting the Dispute to the arbitrator(s) by written briefs and affidavits, along with relevant documents. However, arbitration claims will be submitted by way of an oral hearing if any party submits a written request for an oral hearing within forty (40) days after service of the claim and that party remits the appropriate deposit for their assessed share of the increased costs, fees and arbitrator compensation (as decided and billed by the administrator) that result from an oral hearing within ten (10) days of when those fees are due. Each party agrees that failure to timely pay all fees and arbitrator compensation billed to the party requesting the oral hearing will be deemed such party's consent to submitting the Dispute to the arbitrator(s) on documents and such party's waiver of its request for an oral hearing. If a party shall demonstrate through affidavits, financial statements and tax returns produced to the arbitrator and other parties that it does not have the ability to pay the fees and arbitrator compensation, that party may request that the fees and arbitrator compensation be waived and assessed after a decision is rendered. The site of all oral arbitration hearings will be in the Division of the Federal Judicial District in which the designated arbitration association maintains a regional office that is closest to Dealer or in Chicago, Illinois.

(d) Discovery. In an effort to reduce costs for all parties and except as otherwise provided, the use of interrogatories, requests for admission, requests for the production of documents or the taking of depositions shall not be permitted. Instead, the parties agree that in any arbitration proceeding commenced hereunder, they shall engage in a limited exchange of information and documents as follows: (1) no later than sixty (60) days after the filing and service of a claim for arbitration, the parties in contested cases shall exchange detailed statements setting forth the facts supporting the claim(s) and all defenses to be raised during the arbitration, and a list of all exhibits and witnesses; (2) upon request, a party shall provide a summary of the proposed testimony of any witness within fourteen (14) days of the request; (3) in cases of extraordinary circumstances and for good cause shown, the arbitrator(s) may allow a party to make a limited request for production of documents; (4) no later than twenty-one (21) days prior to the oral arbitration hearing, the parties will exchange a final list of all exhibits and all witnesses, including any designation of any expert witness(es) together with a summary of their testimony; a copy of all documents and a detailed description of any property to be introduced at the hearing; (5) in the event a party designates any expert witness(es), the following will apply: (i) all information and documents relied upon by the expert witness(es) will be delivered to the opposing party; (ii) the opposing party will be permitted to depose the expert witness(es); (iii) the opposing party will be permitted to designate rebuttal expert witness(es); and (iv) the arbitration hearing will be continued to the earliest possible date that enables the foregoing limited discovery to be accomplished; (6) in cases where the amount of the individual Dispute or any individual counterclaim is in excess of Two Million Dollars ($2,000,000.00), exclusive of interest, costs and attorney's fees, the parties agree that the following additional discovery and motion practice shall be permitted: (i) up to three depositions per side with each lasting no more than seven hours; and (ii) dispositive motions including, but not limited to, motions for summary judgment; the arbitrator shall be authorized to rule on any dispositive motion filed. The arbitrator shall have the power to resolve any Disputes with regard to the above limited exchange of information and documents.

(e) EXEMPLARY OR PUNITIVE DAMAGES. DEALER AND LENDER AGREE THAT BY ENTERING INTO THIS AGREEMENT, DEALER AND LENDER WAIVE THEIR RIGHT TO SEEK EXEMPLARY OR PUNITIVE DAMAGES AND FURTHER AGREE THAT THE ARBITRATOR(S) SHALL NOT HAVE THE AUTHORITY TO

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AWARD EXEMPLARY OR PUNITIVE DAMAGES TO ANY PARTY. IF THIS SPECIFIC PROVISION IS FOUND TO BE INVALID OR UNENFORCEABLE, THEN THE ENTIRETY OF THIS BINDING ARBITRATION SECTION SHALL BE NULL AND VOID WITH RESPECT TO SUCH PROCEEDING, SUBJECT TO THE RIGHT TO APPEAL THE LIMITATION OR INVALIDATION OF THIS PROVISION.

(f) Confidentiality/Confirmation of Awards. All arbitration proceedings, including testimony or evidence at hearings, will be kept confidential, although any award or order rendered by the arbitrator(s) pursuant to the terms of this Agreement may be confirmed as a judgment or order in any state or federal court of competent jurisdiction as set forth hereinbelow and pursuant to the FAA.

(g) Prejudgment and Provisional Remedies. Notwithstanding the foregoing, any party may file, in a court of competent jurisdiction, an action for bankruptcy, receivership, injunction, repossession, replevin, claim and delivery, sequestration, seizure, attachment, foreclosure, and/or any other prejudgment or provisional action or remedy relating to any Collateral or to preserve a party's assets for any current or future debt owed by either party to the other. The purpose of such action or remedy is solely the protection of a party's rights, to maintain the status quo pending the confirmation of any award arising in arbitration or for possession of Collateral and not for the award of money damages. Arbitration shall be the sole action and remedy for a party to recover money damages, except as otherwise provided herein. The filing of any such action or remedy shall not waive any party's right to compel arbitration of any Dispute.

(h) Attorneys' Fees. The arbitrator(s) shall have the authority to award all attorney's fees, interest charges and expenses as set forth in this Agreement, in accordance with applicable law, including, but not limited to, the following events: (a) either party brings any other action for judicial relief with respect to any Dispute, the arbitrator(s) shall have the authority to award all costs and expenses (including attorneys' fees) incurred to stay or dismiss such action and remove or refer such Dispute to arbitration; (b) either party brings or appeals an action to vacate or modify an arbitration award, the arbitrator(s) shall have the authority to award all costs and expenses(including attorneys' fees) incurred in defending such action; and/or (c) either party sues the other party or institutes any arbitration claim or counterclaim against the other party, the arbitrator(s) shall have the authority to award all costs and expenses (including attorneys' fees) incurred in the course of defending such action or proceeding.

(i) Limitations. Any arbitration proceeding must be instituted: (a) with respect to any Dispute for the collection of any debt owed by either party to the other, within two (2) years after the date the last payment by or on behalf of the payor was received and applied in respect of such debt by the payee; and (b) with respect to any other Dispute, within two (2) years after the date the incident giving rise thereto occurred, whether or not any damage was sustained or capable of ascertainment or either party knew of such incident. Failure to institute an arbitration proceeding within such period will constitute an absolute bar and waiver to the institution of any proceeding, whether arbitration or a court proceeding, with respect to such Dispute. Notwithstanding the foregoing, this limitations provision will be suspended temporarily as of the date any of the following events occur and will not resume until the date following the date either party is no longer subject to (i) bankruptcy, (ii) receivership, (iii) any proceeding regarding an assignment for the benefit of creditors, or (iv) any legal proceeding, civil or criminal, that prohibits either party from foreclosing any interest it might have in the collateral of the other party.

(j) Survival After Termination. The agreement to arbitrate will survive the termination of this Agreement.

(k) **CLASS ACTION WAIVER. DEALER AND LENDER AGREE THAT BY ENTERING INTO THIS AGREEMENT, DEALER AND LENDER WAIVE THEIR RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION AGAINST THE OTHER IN A COURT OR IN ARBITRATION. DEALER AND LENDER FURTHER AGREE THAT EACH MAY BRING DISPUTES AGAINST EACH OTHER ONLY IN THEIR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both Dealer and Lender agree otherwise, arbitration claims may not be joined or consolidated in the arbitration proceeding. In no event shall the arbitrator have authority to preside over any form of representative or class proceeding or to issue any relief that applies to any person or entity other than Dealer and/or Lender individually. If this Class Action Waiver is found to be invalid or unenforceable in whole or in part, then the entirety of this Binding Arbitration section (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver.**

23. Governing Law. All Disputes will be governed by, and construed in accordance with, the laws of Illinois without regard to the conflict of law rules, except to the extent inconsistent with the provisions of the FAA, which will control and govern all arbitration proceedings hereunder.

24. WAIVER OF RIGHT TO JURY TRIAL. ANY PROCEEDING WITH RESPECT TO ANY DISPUTE THAT IS TRIED IN COURT, INCLUDING ANY DISPUTE TRIED IN COURT AS A RESULT OF ANY PORTION OF THE AGREEMENT TO ARBITRATE BEING FOUND TO BE UNENFORCEABLE, INVALID, OR WAIVED BY THE PARTIES, WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. DEALER AND LENDER WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

25. JURISDICTION AND VENUE. Each party submits to, consents to, and accepts the following courts' personal jurisdiction over the party and the selection of such courts as the exclusive forum for all litigation:

(a) Confirming, Vacating, Modifying or Correcting Awards – All litigation regarding confirming, vacating, modifying or correcting an arbitration award shall be brought exclusively in (1) any state or federal court of competent jurisdiction within the federal judicial district wherein the award was made or which includes the residence of the party against whom such award or order was entered, or (2) in the United States District Court for the Northern District of Illinois, or (3) in the Circuit Court of Cook County, Illinois.

(b) Prejudgment and Provisional Remedies - All litigation regarding Prejudgment and Provisional remedies shall be brought exclusively in any court (1) where the Dealer is located, (2) where the Collateral is located, (3) the United States District Court for the Northern District of Illinois, or (4) the Circuit Court of Cook County, Illinois.

(c) All Other Disputes - Any other legal proceeding with respect to any Dispute that is not otherwise subject to arbitration, either because the agreement to arbitrate is found to be unenforceable, is found to be invalid, or is waived by the parties, shall be brought exclusively in the United States District Court for the Northern District of Illinois or the Circuit Court of Cook County, Illinois.

THIS CONTRACT CONTAINS BINDING ARBITRATION, CLASS ACTION WAIVER, JURY WAIVER, PUNITIVE DAMAGE WAIVER AND OTHER PROVISIONS THAT LIMIT DEALER'S RIGHTS. DEALER HAS READ THE TERMS AND CONDITIONS OF THIS CONTRACT AND KNOWINGLY AND VOLUNTARILY AGREES THERETO.

Dated: _____.

DEALER: [DEALER NAME]

By: _____
Print Name: _____
Title: _____
(Attach copy of Driver's License or State ID card for parties signing in their individual capacity)

WELLS FARGO COMMERCIAL DISTRIBUTION FINANCE, LLC

By: _____
Print Name: _____
Title: _____

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EXHIBIT O

WELLS FARGO GUARANTY

GUARANTY

TO: WELLS FARGO COMMERCIAL DISTRIBUTION FINANCE, LLC
10 South Wacker Drive, Chicago, Illinois 60606

1. For value received, and in consideration of financing extended or to be extended by **WELLS FARGO COMMERCIAL DISTRIBUTION FINANCE, LLC** ("Lender") to or for the benefit of _____ ("Debtor"), the undersigned (whether one or more, "Guarantor") unconditionally (and, if more than one Guarantor, jointly and severally) guarantees the full and punctual payment and performance when due and at all times thereafter, of all indebtedness and other obligations of any nature whatsoever of Debtor to Lender arising out of financing extended by Lender to or on behalf of Debtor on or after the date of this Guaranty, whether direct, indirect, acquired, joint and/or several, arising before or after a bankruptcy of Debtor, contingent or otherwise, and whether for principal, interest, fees, expenses, reimbursement obligations or otherwise (collectively, the "Liabilities"). Guarantor further agrees to pay all reasonable fees and expenses (including, without limitation, attorneys' fees and expenses, whether or not litigation is commenced, and, if litigation is commenced, during both the trial and any appellate phases of such litigation) incurred by or on behalf of Lender to protect or enforce any of Lender's rights under this Guaranty.

2. This Guaranty is a guarantee of payment and not of collection. Guarantor agrees that the obligations of Guarantor under this Guaranty shall be unconditional irrespective of, at any time, (a) the invalidity or unenforceability of (i) the Liabilities for any reason, including without limitation, any law, regulation or order affecting the Liabilities, or the disallowance in bankruptcy or other proceedings, or (ii) any agreement or instrument relating to any of the Liabilities including any other guaranty of the Liabilities (collectively, the "Transaction Documents"), (b) any change in the time, manner or place of payment of the Liabilities, or any other amendment, waiver or consent with respect to any Transaction Document, (c) the absence of any attempt to collect the Liabilities from Debtor or any other person liable for the Liabilities or of any attempt to realize upon any collateral, (d) any exchange, release, non-perfection or impairment of any collateral or security, (e) any release of or settlement with any person (including Debtor or any other guarantor) liable in whole or in part for the Liabilities, or (f) any dispute between Lender and Debtor, or any termination or modification of credit provided to Debtor. Upon a default under any Transaction Document, Lender may proceed directly and at once against Guarantor to collect the full amount of all or any portion of the liability of Guarantor hereunder, without notice and without first proceeding against Debtor or any other person primarily or secondarily liable on the Liabilities.

3. Without limiting the foregoing, Lender is hereby authorized in its sole discretion, without notice to Guarantor and without impairing the liability of Guarantor hereunder, from time to time to (a) renew, extend, accelerate or change the time, place or manner for payment of, or other terms relating to, the Liabilities, or otherwise modify, amend, change or waive compliance with the terms of the Liabilities or any of the Transaction Documents, (b) accept partial payments on the Liabilities, (c) apply the collateral and direct the manner of sale thereof, and apply payments and credits (from any source) to Liabilities, in any order, (d) release or compromise the Liabilities or any portion thereof, or (e) extend additional credit and financial accommodations and create additional Liabilities.

4. Until the Liabilities shall have been indefeasibly paid and discharged in full and all Transaction Documents (including any commitments) have been terminated, Guarantor shall have no right, and agrees it will not make any claim, against Debtor or any other person primarily or secondarily liable on the Liabilities with respect to any payment which Guarantor may make to Lender under this Guaranty, including without limitation, any right of subrogation, contribution, indemnification or other reimbursement. Guarantor waives all right of set off and all notices, presentments, protests and demands of any kind with respect to the Liabilities and this Guaranty (including without limitation demands for performance, notices of non-payment or non-performance, notices of protest, notices of dishonor and notices of acceptance of this Guaranty) and promptness and diligence with respect to the Liabilities.

5. Guarantor hereby agrees that Lender shall have no duty to advise Guarantor of information now or hereafter known to Lender regarding the financial or other condition of Debtor or any other person primarily or secondarily liable on the Liabilities or regarding any circumstance bearing on the risk of non-payment of the Liabilities. Guarantor has made an independent investigation of the financial condition of Debtor and gives this Guaranty based on that investigation and not upon any representation made by Lender.

6. Guarantor agrees to provide to Lender, promptly after Lender's request therefor, such financial statements and other financial records and information respecting Guarantor as may be from time to time requested by Lender. Guarantor authorizes Lender, throughout the term of this Guaranty, to investigate or make inquiries of creditors or other persons and credit bureaus regarding Guarantor (including equity holders of Guarantor), and provide to creditors or other persons any financial, credit or other information regarding or relating to Guarantor, whether supplied by Guarantor to Lender or otherwise obtained by Lender.

7. Guarantor agrees that (a) the repurchase of inventory collateral by a seller of goods pursuant to a repurchase agreement between Lender and such seller shall be a commercially reasonable method of disposition, (b) Guarantor shall be liable to Lender for any deficiency resulting from Lender's disposition, including, without limitation, a repurchase by such a seller, regardless of the subsequent disposition of the inventory by the purchaser, and (c) Guarantor is not a beneficiary of, and has no right to require Lender to enforce, any repurchase agreement.

8. This Guaranty may be terminated only upon written notice to Lender effective no earlier than sixty (60) days after the date such written notice is actually received by Lender ("Guaranty Termination Date"). Any such termination shall not affect the liability of Guarantor under this Guaranty with respect to Liabilities created or incurred prior to the effective date of such termination. Without limiting the foregoing, any such termination shall not relate to any approval given by Lender to or for the benefit of Debtor prior to the effective date of such termination and upon any such termination, Guarantor shall nevertheless remain liable with respect to all Liabilities, and the performance of all duties, created or arising theretofore or based on a commitment theretofore entered into or any approval theretofore given to or for the benefit of Debtor to the full extent of Guarantor's liability therefor as provided herein. If any such Liabilities represent revolving credit indebtedness and any portion of such indebtedness is thereafter repaid and re-advanced, then, for purposes of this Guaranty, all such subsequent re-advances shall be deemed outstanding on the Guaranty Termination Date.

9. No delay on the part of Lender in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Lender of any right or remedy shall preclude any further exercise thereof. No modification, waiver or amendment of any of the provisions of this Guaranty shall be binding upon Lender except as expressly set forth in a writing signed by Lender and delivered to Guarantor. Lender's failure at any time to require strict performance by Guarantor of any of the provisions contained in this Guaranty shall not waive, affect or diminish any right of Lender at any time to demand strict performance therewith.

10. To the extent Lender receives any payment of the Liabilities (through the exercise of remedies with respect to collateral or from any other source, including setoff) and such or payments or any part thereof are later required to be repaid by Lender under any bankruptcy law, or other state or federal law, then to the extent of such repayment, the obligation originally intended to be satisfied shall be revived and continued in full force and effect. Notwithstanding anything in this Guaranty to the contrary, the right of recovery against Guarantor under this Guaranty is limited to the extent it is judicially determined with respect to Guarantor that entering into this Guaranty would violate § 548 of the United States Bankruptcy Code or any comparable federal, state or other laws relating to fraudulent transfers or the like, in which case Guarantor shall be liable under this Guaranty only for amounts aggregating up to the largest amount that would not render Guarantor's obligations under this Guaranty subject to avoidance under § 548 of the United States Bankruptcy Code or any such comparable laws.

11. This Guaranty shall be binding upon Guarantor, and its heirs, personal representatives, trustees and successors and shall inure to the benefit of Lender's successors and assigns. References herein to Lender shall be deemed to refer to Lender and its successors and assigns. Guarantor cannot assign its obligations under Guaranty without Lender's prior written consent. Lender may assign or participate Lender's interest, in whole or in part, without Guarantor's consent. Wherever possible each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Guaranty. This Guaranty contains all of the understandings, promises and undertakings concerning the subject matter, and all prior undertakings and agreements, oral or written, concerning the subject matter are merged herein. This Guaranty may be validly executed and delivered by fax or other electronic transmission and in one or more counterpart signature pages. In the event there is any dispute under this Guaranty, the aggrieved party shall not be entitled to exemplary or punitive damages so that the aggrieved party's remedy in connection with any action arising under or in any way related to this Guaranty shall be limited to a breach of contract action and any damages in connection therewith are limited to actual and direct damages, except that Lender may seek equitable relief in connection with any judicial repossession of, or temporary restraining order with respect to, the Collateral. This Guaranty and all agreements between Debtor and Lender have been substantially negotiated and will be substantially performed in the state of Illinois. Accordingly, all Disputes will be governed by, and construed in accordance with, the laws of such state without regard to the conflict of law rules. **ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. GUARANTOR HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING. GUARANTOR HEREBY CONSENTS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN ILLINOIS AND WAIVES ANY OBJECTION WHICH GUARANTOR MAY HAVE BASED ON IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY ACTION OR PROCEEDING IN ANY SUCH COURT.**

THIS GUARANTY CONTAINS JURY WAIVER AND PUNITIVE DAMAGE WAIVER PROVISIONS.

IN WITNESS WHEREOF, this Guaranty is dated _____.

INDIVIDUAL GUARANTOR(S) - Attach copy of Driver's License or State ID Card for each

By: _____ By: _____
Print Name: _____ Print Name: _____

Home Address for Notices to Guarantor Home Address for Notices to Guarantor

_____ _____

CORPORATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY GUARANTOR

Guarantor: _____

By: _____
Print Name: _____
Title: _____

DRAFT - FOR DISCUSSION Purposes Only

Tax ID No.:

Address for Notices to Guarantor

DRAFT - For Discussion Purposes Only

EXHIBIT P

MERCHANDISE PURCHASE AND SECURITY AGREEMENT

MERCHANDISE PURCHASE AND SECURITY AGREEMENT

THIS AGREEMENT is made as of _____ by and among Premier Rental Purchase, Inc. (**"Premier"**), ***[Dealer's company name]*** (**"Franchisee"**) and ***[Mr. Dealer Name]***, ***[Mr. 2nd Dealer Name]***, ***[Mr. 3rd Dealer Name]*** (**"Guarantor(s)"**)

RECITALS

WHEREAS, Premier facilitates volume purchasing of rental merchandise through Wells Fargo Commercial Distribution Finance, LLC ("**Wells Fargo**") for the benefit of Premier's franchisees; and

WHEREAS, Franchisee desires to purchase rental merchandise from various vendors through the Premier Purchasing Program (**"PPP"**); and

WHEREAS, Franchisee has executed an Inventory Financing Agreement and Guaranty with Wells Fargo for the purposes of inventory financing through Wells Fargo; and

WHEREAS, Premier, by agreement with Wells Fargo, is required to pay Wells Fargo if a participating franchisee defaults on a purchase made through the online ordering platform; and

WHEREAS, to secure Franchisee's obligation to reimburse Premier for any monies paid to Wells Fargo on Franchisee's behalf, Franchisee will grant to Premier a security interest in and to the rental merchandise financed through Wells Fargo; and

WHEREAS, Guarantor has signed a personal guaranty of the obligations of Franchisee and agrees to the terms of this Agreement; and

WHEREAS, Wells Fargo will remit back to the Franchisee any over-payment by the Franchisee or Franchisee's financial lender within 7 business days after obtaining a release from the Franchisee's merchandise vendor for its payment obligation.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

AGREEMENT

1. Purchase and Financing of Merchandise. Franchisee shall purchase merchandise from vendors and finance with Wells Fargo, in whole or in part, rental merchandise Franchisee desires for its rental-purchase operations. Should Franchisee or Franchisee's financial lender pay in advance for merchandise, Franchisee may request a refund of monies paid for merchandise not yet received, provided Wells Fargo is able to obtain a release of payment obligations from the Franchisee's vendor(s). Premier agrees to cause Wells Fargo to process all such requests diligently and, once the release for payment obligation is received, to remit those funds to the Franchisee within 7 business days. Wells Fargo's approval to finance any purchase order will expire 60 days from the approval date unless vendor has shipped the order in full by such date.

2. Franchise Expense Allocation / Administrative Fee. Franchisee acknowledges and agrees that Wells Fargo will add a two percent (2%) franchise expense allocation / administrative fee (**"FEA"**) to all inventory financing invoices payable by Franchisee to be used as additional security in support of all monies outstanding with Wells Fargo and/or for administrative purposes. Notwithstanding the imposition of the FEA, Franchisee acknowledges that Franchisee remains fully responsible for all amounts owed to Premier and to Wells Fargo.

3. Subrogation. To the extent that Premier remedies any default by Franchisee under the Inventory Financing Agreement, Premier shall have the right to exercise all legal and equitable rights against Franchisee and/or Guarantor to recoup any monies paid to Wells Fargo, plus Premier's reasonable attorneys' fees and costs incurred in recouping such amount.

4. Security Interest and Collateral. Franchisee grants to Premier a security interest in and to the property described below (collectively, the **"Collateral"**) to secure full payment and performance of all indebtedness and obligations of Franchisee hereunder and any other obligations and indebtedness owed by Franchisee to Premier or to Wells Fargo, now or at any time hereafter, for any reason, whether direct or indirect, whether fixed or contingent, joint or several, primary or secondary, due or to become due, now existing or hereafter arising, and any and all renewals, extensions or modifications of any of the foregoing indebtedness and obligations (all such indebtedness and obligations being collectively referred to as the **"Obligation"**):

> All Inventory, accounts, contract rights, rental or lease agreements, accounts receivable, rental and/or lease accounts receivable, general intangibles, and chattel paper presently existing or hereafter arising and wherever located, including without limitation all rental contracts pursuant to which the Franchisee, as Lessor, shall have leased the Inventory to Lessees, along with the rights to receive payments on such lease agreements and to the return of the leased inventory upon termination of such lease agreement.

"**Inventory**" means all inventory rental merchandise, new or used, wherever located, now owned or hereafter acquired, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessions thereto, and all other goods used or intended to be used in conjunction with Franchisee's rental-purchase operations.

The security interest granted hereunder shall be freely assignable by Premier without notice or limitation.

5. Protection of Collateral. So long as any part of the Obligation remains unpaid or unperformed, Franchisee agrees to:

   (a) Keep the tangible Collateral in good repair, working order and condition, and promptly make all necessary repairs and replacements to that end;

   (b) Keep the Collateral properly sheltered, and prevent the same from becoming damaged, injured, or depreciated;

   (c) Pay, before delinquent, all taxes and other assessments lawfully levied against all or any part of the Collateral;

   (d) Keep the Collateral fully insured in such amounts, against such risks, and with such insurers as may be satisfactory to Premier, with the loss payable to premier (under a standard mortgage clause) as its interest may appear, and from time to time, and at any time, at the request of Premier, furnish to Premier satisfactory proof of maintenance of such insurance and the payment of premiums thereon, and, if requested by Premier, deposit with the latter the policies or certificates evidencing such insurance; provided, that in the event of a breach by Franchisee of any of the provisions of this clause, Premier may at its option maintain insurance on Premier's interest in the Collateral, any costs incurred thereby by Premier to be part of the Obligation;

(e) From time to time, and at any time, promptly execute and deliver to Premier all other assignments, certificates, supplemental documents, and financial statements, and do all other acts or things as Premier may reasonably request in order to more fully evidence and perfect the security interest herein created;

(f) Punctually and properly perform all of the covenants, duties, obligations and liabilities of Franchisee under this Agreement, and any other agreement now or hereafter existing as security for or in connection with the payment and performance of the Obligation, or any part thereof;

(g) Pay and perform the Obligation in accordance with the terms of this Agreement and any other documents evidencing or securing the Obligation;

(h) Not, without the prior written consent of Premier, lease, sell, assign, furnish under any contract of service, transfer, abandon, or otherwise dispose of the Collateral, except as may be generally done in the ordinary course of business;

(i) Not, without the prior written consent of Premier, create any security interest in, mortgage, or otherwise encumber the Collateral, or any part thereof, or permit the same to be or become subject to any lien, attachment, execution, sequestration, or other legal or equitable process, or any encumbrance of any kind or character, except solely in favor of Premier;

6. Default. As used herein, the term **"Default"** means the occurrence of one or more of the following:

(a) The failure to pay or perform any obligation or covenant contained in any inventory financing instrument with Wells Fargo or in any other instrument or document executed in connection with any and all indebtedness of Franchisee to Wells Fargo or Premier;

(b) The sale, loss, theft, destruction, encumbrance or transfer of any Collateral in violation hereof;

(c) The death, incapacity, dissolution, merger or consolidation, termination of existence, or business failure of Franchisee or any other person liable on the Obligation;

(d) The attachment of any lien or security interest, except for the security interest granted hereunder, to all or any portion of the Collateral, without the prior written consent of Premier.

7. Remedies. Upon the occurrence of a Default, in addition to any and all other rights and remedies which Premier may then have hereunder, under the Uniform Commercial Code (the **"Code"**) or otherwise, Premier at its option may:

(a) Enter upon the premises where any of the Collateral is located and take possession thereof and remove the same, with or without judicial process;

(b) Reduce its claim to judgment, foreclose on the Collateral or otherwise enforce its security interest in all or part of the Collateral by any available judicial or non-judicial procedure;

(c) At Premier's discretion, retain the Collateral in satisfaction of the Obligation whenever the circumstances are such that Premier is entitled to do so under the Code;

(d) Apply the proceeds of any sale or other disposition of the Collateral in the following order:

first, to the payment of all of its reasonable expenses (including, but not limited to, the cost of any insurance, payment of taxes or other charges, and reasonable attorneys' fees and other legal expenses) incurred in retaking, holding, operating, preparing and preserving the Collateral or any part thereof, for sale(s) or other dispositions, in arranging for such sale(s) or other dispositions, and in actually selling the same; next, to the payment of the balance of the Obligation in such order and manner as Premier, in its discretion, may deem advisable; and last, Premier shall account to Franchisee for any surplus, payment of which surplus to Franchisee shall discharge Premier with regard to Franchisee; provided that Premier shall not be required to account to Franchisee for, and shall be entitled to retain, all such surplus, if any, until such time as all of the Obligation shall have been discharged in full and no part of the Obligation, whether matured or to arise in the future, shall remain undischarged; and

(e) Exercise any and all other rights, remedies and privileges it may have hereunder, under any other document or under any applicable law.

IN WITNESS WHEREOF, the parties have affixed their signatures and SEALS as of the date first written above.

PREMIER RENTAL PURCHASE, INC.

By: _____

Kenneth P. Earle

President / CEO

DEALER'S COMPANY NAME, INC.

By: _____

Mr. Dealer Name

President

GUARANTOR(S)

By: _____

Mr. Dealer Name

By: _____

Mr. 2nd Dealer Name

By: _____

Mr. 3rd Dealer Name

EXHIBIT Q

RENEWAL ADDENDUM

PREMIER RENTAL-PURCHASE, INC.

RENEWAL ADDENDUM

THIS RENEWAL ADDENDUM ("**Addendum**") is entered into on _____ 202__ ("**Effective Date**"), by and between Premier Rental-Purchase, Inc. ("**Premier**"), and _____ ("**Franchisee**").

RECITALS

A. Franchisee is a current Premier franchisee that has exercised its right under its now-expiring franchise agreement ("**Expiring Agreement**") to renew its franchise for a 5-year renewal term (the "**Renewal Term**") by signing Premier's then-current form of Franchise Agreement ("**Franchise Agreement**").

B. The parties acknowledge and agree that certain Franchise Agreement provisions are inapplicable to the Renewal Term or do not reflect the parties' agreement for the Renewal Term and, therefore, wish to amend the Franchise Agreement to reflect the agreed-upon provisions for the Renewal Term.

C. All capitalized terms in this Addendum shall have the same meaning as in the Franchise Agreement.

NOW, THEREFORE, the parties agree to amend the Franchise Agreement as follows:

1. Section 2.2. Franchisee shall have the right to renew the Franchise Agreement for one additional renewal term, subject to compliance with the pre-requisites to renewal set forth in Sections 2.2 and 2.3 of the Franchise Agreement.

2. Reduced Licensing Fee. Franchisee shall pay a reduced Licensing Fee equal to 4% of Gross Rental Payments and Sales for the entirety of the Renewal Term.

3. Deleted Franchise Agreement Provisions.

The following Sections of the Franchise Agreement shall be deleted in their entirety, and have no force or effect:

3.2; 3.3; 3.5; 4.1; 4.2; Section 5; 6.6; 13.1.15; and Attachment A.

3. Continuing Applicability of Ancillary Agreements.

Any and all Attachments to the Expiring Agreement executed by Franchisee and/or individuals associated with Franchisee, including but not limited to a Guarantee and Software License, shall remain in full force and effect during the term of the Franchise Agreement.

4. Integration

This Addendum shall be considered an integral part of the Franchise Agreement but, to the extent that the provisions of this Addendum and the Franchise Agreement are inconsistent, the terms of this Addendum shall be controlling with respect to the subject matter hereof. Except

as modified or supplemented by this Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Addendum on the Effective Date.

PREMIER RENTAL-PURCHASE, INC.

By: _____

Title: _____

FRANCHISEE

By: _____

Print Name: _____

Title: _____

GUARANTOR

By: _____

EXHIBIT R

PREMIER WHEELWORKZ ADDENDUM

PREMIER RENTAL-PURCHASE, INC.

WHEELWORKZ ADDENDUM

THIS ADDENDUM ("**Addendum**") is entered into on _____, 202__, by and between Premier Rental-Purchase, Inc. ("**Premier**") and _____ ("**Franchisee**").

RECITALS

A. Simultaneously with the execution of this Addendum, Premier and Franchisee have entered into a franchise agreement ("**Franchise Agreement**") that, among other things, grants Franchisee the right to establish and operate a Premier rental-purchase business ("**Store**").

B. Premier has developed a supplemental business package which features, among others, use of the "WheelWorkz" federally registered trademark (Registration No. 4603913), different décor, an expanded product offering including tire and wheel rentals, and an enhanced computer software system (collectively, "**WheelWorkz Features**").

C. Franchisee wishes to utilize the WheelWorkz Features as part of Franchisor's Store, and Premier has agreed to permit such use.

D. Premier and Franchisee wish to supplement the Franchise Agreement, in the manner set forth in this Addendum, to reflect the terms governing Franchisee's use of the WheelWorkz Features.

E. All capitalized terms in this Addendum shall have the same meaning as in the Franchise Agreement.

Now, therefore, the parties agree as follows:

1. Franchisee shall have the right to utilize the WheelWorkz Features as part of Franchisee's Store, subject to Franchisee's strict compliance with Premier's standards, policies and procedures for using the WheelWorkz Features, as set forth in any manuals or other writings furnished to Franchisee.

2. Franchisee shall file monthly reports concerning its customers' payment history with all appropriate credit reporting agencies.

3. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Addendum on the date set forth above.

PREMIER RENTAL-PURCHASE, INC.

By:_____

Print Name:_____

Title:_____

FRANCHISEE

By:_____

Print Name:_____

Title:_____

State Effective Dates

The following states have franchise laws that 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 disclosure document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

STATE	EFFECTIVE DATE
Illinois	*Pending*
Indiana	*Pending*
Michigan	*Pending*
New York	*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.

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ITEM 23 • RECEIPT

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

If we offer you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. **New York** requires that we give you this 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. **Michigan** requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. **Iowa** requires that we give you this disclosure document at the earlier of the first personal meeting or 14 calendar days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If we do not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington DC 20580 and to the appropriate state agency listed in Exhibit J.

Issuance Date: October 3, 2025, as amended on January 26, 2026

The franchisor is Premier Rental Purchase, Inc., located at 925 Capital Landing Rd., Suite B, Williamsburg, VA 23185, tel. (800) 277-3643. The franchise sellers are Kenneth P. Earle, Mike Lewis, and Ashley Emerson at the above address and telephone.

We authorize the state agencies identified in Exhibit J to receive service of process for us in the particular state.

I received a Franchise Disclosure Document dated October 3, 2025 that included the following exhibits:

A.	Franchise Agreement	I.	Financial Statements
B.	Home Furnishings Addendum	J.	State Administrators/Agents for Service of Process
C.	Conversion Addendum	K.	State-Specific Disclosures and Amendments
D.	Reservation Agreement	L.	Compliance Certification
E.	Development Agreement	M.	General Release
F.	Table of Contents to Manual	N.	Wells Fargo Inventory Financing Agreement
G.	Software License	O.	Wells Fargo Guaranty
H-1.	Franchisees as of June 30, 2025	P.	Merchandise Purchase and Security Agreement
H-2.	Franchise Exits during FY ending June 30, 2025	Q.	Renewal Addendum
		R.	Premier WheelWorkz Addendum

Date Received: _____

_____
Prospective Franchisee

_____
Name (please print)

To be retained by Franchisee

ITEM 23 • RECEIPT

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

If we offer you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. **New York** requires that we give you this 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. **Michigan** requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. **Iowa** requires that we give you this disclosure document at the earlier of the first personal meeting or 14 calendar days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If we do not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington DC 20580 and to the appropriate state agency listed in Exhibit J.

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H-2.	Franchise Exits during FY ending June 30, 2025	Q.	Renewal Addendum
		R.	Premier WheelWorkz Addendum

Date Received: _____

_____
Prospective Franchisee

_____
Name (please print)

Please return to Premier Rental-Purchase