FRANCHISE DISCLOSURE DOCUMENT

Smash Franchise Partners, LLC
An Indiana limited liability company
17437 Carey Road, Suite 164
Westfield, Indiana 46074
812-805-0422
franchise@smashmytrash.com
www.smashmytrash.com

The franchise is to operate a waste compaction services business under the trade name "Smash My Trash".

The total investment necessary to begin operation of a Smash My Trash franchise for one territory (population of 200,000) is $322,650 to $395,500. This includes approximately $209,400 to $245,500 that must be paid to the franchisor or affiliates. The total investment necessary to begin operation of two to ten territories (up to population of 2,000,000) is $362,650 to $1,210,500. This includes approximately $248,400 to $866,500 that must be paid to the franchisor or its affiliates.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Smash Franchise Partners, LLC at 17437 Carey Road, Suite 164, Westfield, Indiana 46074 and 812-805-0422.

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: May 5, 2021

How to Use This Franchise Disclsoure 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 franchises. You can find their names and contact information in Item 20 or Exhibit F.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit D includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Smash My Trash 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 Smash My Trash franchisee?	Item 20 or Exhibit F lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Indiana. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Indiana than in your own state.

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

3. **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.

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

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

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

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

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

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protection provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

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

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

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.

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

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

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

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

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

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

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General
G. Mennen Williams Building, 7th Floor
525 W. Ottawa Street
Lansing, Michigan 48909
Telephone Number: (517) 373 7117

TABLE OF CONTENTS

Item **Page**

Item 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES ... 1
Item 2 BUSINESS EXPERIENCE ... 2
Item 3 LITIGATION ... 3
Item 4 BANKRUPTCY ... 4
Item 5 INITIAL FEES ... 4
Item 6 OTHER FEES ... 6
Item 7 ESTIMATED INITIAL INVESTMENT ... 13
Item 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES ... 16
Item 9 FRANCHISEE'S OBLIGATIONS ... 18
Item 10 FINANCING ... 20
Item 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING ... 20
Item 12 TERRITORY ... 27
Item 13 TRADEMARKS ... 28
Item 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION ... 30
Item 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS ... 32
Item 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL ... 33
Item 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION ... 33
Item 18 PUBLIC FIGURES ... 37
Item 19 FINANCIAL PERFORMANCE REPRESENTATIONS ... 38
Item 20 OUTLETS AND FRANCHISEE INFORMATION ... 41
Item 21 FINANCIAL STATEMENTS ... 47
Item 22 CONTRACTS ... 47
Item 23 RECEIPTS ... 48

EXHIBITS

A. State Administrators and Agents for Service of Process
B. Franchise Agreement (with Guaranty, and Non-Compete Agreement)
C. Form of General Release
D. Financial Statements
E. Operating Manual Table of Contents
F. Current and Former Franchisees
G. State Addenda to Disclosure Document
H. State Addenda to Franchise Agreement
I. Equipment Sale Agreement
State Effective Dates
Receipt (2 copies)

Item 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

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

Our name is Smash Franchise Partners, LLC. We also use the name "Smash My Trash." Our principal business address is 17437 Carey Road, Suite 164, Westfield, IN 46074. Our parent is SMT Holdings, LLC. SMT Holdings, LLC wholly owns Smash My Trash, LLC, Innovative Waste Technologies, LLC, Custom Hydraulics, LLC, American Pro Waste, LLC, Smash My Trash Austin, LLC, Smash My Trash San Antonio, LLC, Smash My Trash DFW, LLC, and Heavyweight Franchise Partners, LLC. All of these entities have the same address as us. None of our affiliates conduct business in any other line of business or offer franchises in this business or other lines of business except for Heavyweight Franchise Partners, LLC. Heavyweight Franchise Partners, LLC has offered franchises in the waste hauling industry since May 2021 and has not sold any franchises as of the date of this disclosure document. Our Affiliates, Innovative Waste Technologies, LLC and Custom Hydraulics, LLC provide products or services to our franchisees. We do not have any predecessors.

Agent for Service of Process

Our agent for service of process in Indiana is Taft Stettinius & Hollister LLP, and the agent's principal business address is One Indiana Square, Suite 3500, Indianapolis, IN 46204. Our agents for service of process in other states are disclosed in Exhibit A.

Business Organization

We are an Indiana limited liability company formed on May 22, 2018.

Information About Our Business and the Franchises Offered

We (that is, Smash Franchise Partners, LLC) do not operate businesses of the type being franchised, but our affiliate does. We do not have any other business activities. We have not offered franchises in other lines of business.If you sign a franchise agreement with us, you will develop and operate a mobile waste compaction services business under the trade name Smash My Trash. The business reduces trash hauls significantly by smashing trash in open top roll off containers with a proprietary machine.

We also offer, to qualified franchisees, the opportunity to develop multiple Territories under with same Franchised Business. To be eligible to develop multiple Territories, you must agree to open between a minimum of 2 Territories and a maximum of 10 Territories.

The general market for waste compaction services is broad and in high demand. This market is relatively new and undeveloped. Our customers are primarily commercial accounts.

Sales are not seasonal. You will compete against some local independent owners in certain markets. The primary competition consists of services which are related, but not providing identical service offerings, primarily offered by local, regional, or national waste companies.. Given the volume of potential providers of similar services, it may be assumed potential competitors are franchised.

Laws and Regulations

The following laws and regulations may be relevant for your market and you should be aware of these prior to opening the franchised business. Most markets require that you have dump permitting in order to be allowed to dump waste. This permitting is managed by the county, city, or state in which you operate the franchised business. You should inquire with local counsel to know what the laws and regulations are for your market related to dumping services.

In some markets, you may be required to have permitting to operate or drive the vehicle. You should review the county, state and city regulations which pertain to operating a larger vehicle. You should review the laws and regulations in your market with an attorney. We are not aware of any laws or regulations specific to our industry.

Prior Business Experience

We have offered franchises since August 1, 2018. None of our affiliates have offered franchises in other lines of business. Our affiliate, Innovative Waste Technologies, LLC, provides products or services to our franchisees and has provided Smash My Trash equipment and intellectual property in Texas since 2015. Our affiliate, Smash My Trash, LLC, operated a Smash My Trash business in Texas from 2015 to April 2020. Our affiliate, Smash My Trash Austin, LLC, operated a Smash My Trash business in Texas from 2018 to April 2020. Our affiliate, Smash My Trash San Antonio, LLC, operated a Smash My Trash business in Texas from 2018 to April 2020. Our affiliate, Smash My Trash DFW, LLC, operated a Smash My Trash business in Texas from 2019 to April 2020. Our affiliate, Custom Hydraulics, LLC, was formed in August 2019 to facilitate Smash Truck rigging and delivery services. Our affiliate, American Pro Waste, LLC, is a dormant company with no current or previous operations. All affiliates have the same address as us.

Item 2
BUSINESS EXPERIENCE

Justin Haskin, President

Mr. Haskin has served as our President since we were founded in May of 2018. Concurrently, he has served as the President and Managing Member of all of our affiliates since their respective inception dates. Affiliates are located in Indianapolis, IN, Houston, TX, San Antonio, TX, Austin, TX, and Dallas, TX. Mr. Haskin also serves as the President of Grace Legacy Capital in Indianapolis, IN, and has done so since May of 2014.

William Isenhart, Chief Operating Officer

Mr. Isenhart has served as our Chief Operating Officer since June of 2020. From September 2011 to August 2019, Mr. Isenhart was the Vice President of Franchise Operations for American Tire Distributors in Huntersville, NC.

Charles Sullivan, Chief Marketing Officer

Mr. Sullivan has served as our Chief Marketing Officer since September of 2020. From February of 2018 to May of 2020, he served as the Chief Marketing Officer for Senior Helpers in Townson, MD. From August of 2016 to January of 2018, Mr. Sullivan was the Principal of CCS Advisory Services, LLC in Reston, VA. Prior to that, he was the Chief Marketing Officer of K12 Inc. in Herndon, VA from December of 2013 to July of 2016.

Paul Polheber, Director of Learning & Development

Mr. Polheber has served as our Director of Learning & Development since January of 2021. From July of 2010 to February of 2019, he served as the Cirriculum Manager for The Cellular Connection in Carmel, IN. From April of 2019 to February of 2020, he served as Training Director for Mr. Quik Home Services in Indianapolis, IN. From May of 2020 to January of 2021, he served as our Training Manager and Manager of Learning & Development.

Darla McKnight, Director of Corporate Operations

Ms. McKnight has served as our Director of Corporate Operations since January of 2021. From November of 2011 to November of 2018, she served as a Sr. Mortgage Loan Processor for McGlinchey, Stafford, Youngblood & Associates in Dallas, TX. From April of 2019 to April of 2020, she served as a Real Estate Agent for Revolution Real Estate, LLC in Burleson, TX. From May of 2020 to January of 2021, she served as our Operations Specialist.

Joel Miller, Director of Field Operations

Mr. Miller has served as our Director of Field Operations since January of 2021. From March of 2015 to September of 2017, he served as the Regional Ops. Manager for Chemoil Energies in Oklahoma City, OK. From September of 2017 to December of 2018, he served as an Engineering and Tool Maker for Schaefer Mold in Ft. Worth, TX. He served as our Head of Operations from November of 2018 to March of 2020, and as our Field Business Consultant from March of 2020 to January of 2021.

Item 3
LITIGATION

Kevin Blanchat, Christopher Blanchat, Shilpi Blanchat, Gordon Rupp, and Smash Hit LLC v. Smash Franchise Partners, LLC, Justin Haskin, and Franchise FastLane, Inc. (Case No. 2:20-CV-0380); AAA Case No. 01-20-0015-7924. The Plaintiffs entered into a Franchise Agreement with us on April 27, 2020. On October 16, 2020, the Plaintiffs filed a federal lawsuit in the Eastern District of Washington alleging a violation of the Washington Franchise Investment Protection Act, a violation of the Washington Consumer Protection Act, negligent misrepresentation, intentional misrepresentation, unjust enrichment, and a violation of the Lanham Act. Plaintiffs

primarily alleged that Kevin Blanchat, one of the individual Plaintiffs, was a resident of the State of Washington and that we had failed to defer collecting his initial franchise fee as we were required to do by the State of Washington at the time. We filed a Motion to Compel to Arbitration and Dismiss, which was granted on December 15, 2020. On November 20, 2020, we filed a demand for arbitration against all Plaintiffs for breach of the franchise agreement. We are vigorously defending ourselves and pursuing our claims against the individuals and their franchisee entity.

Nathanson v. Smash Franchise Partners, LLC, *et al.* AAA Case No. 01-21-0001-9142. On February 17, 2021, a former franchise off ours, Craig Nathanson, filed a Demand for Arbitration with the American Arbitration Association, claiming that we and/or Franchise FastLane, Inc. made material and fraudulent misrepresentations and violated the FTC Amended Franchise Rule, Indiana Deceptive Franchise Practices Act, and the Florida Deceptive and Unfair Trade Practices Act. On April 16, 2021, the parties reached a mutual settlement and release. The arbitration action was withdrawn, and we refunded the Claimant $80,000 and returned his Smash Truck deposit of $67,475. The parties bore their own costs and the Claimant agreed to adhere to confidentiality and non-competition obligations under the franchise agreement.

Allied Services, LLC d/b/a Republic Services of Kansas City v. Smash My Trash, LLC, Smash Franchise Partners, LLC, and SMT KC LLC (Case No. 21-CV-00249-SRB). The Plaintiff is a business located in Kansas City, Missouri that provides recycling and waste services to residential and business customers within that city. On April 13, 2021, Plaintiff filed a federal lawsuit in the Western District of Missouri alleging damage to its personal property, interference with its customer base, and false advertising. The Plaintiff alleged that SMT KC, a franchisee location of ours, have been damaging its waste containers by using the Smash trucks to compress waste. Plaintiff additionally alleges SMT KC have been interfering with their client contracts by causing delays in picking up waste, or, in some cases, Plaintiff's clients cancelling contracts with Plaintiff in order to utilize Smash My Trash services. Further, Plaintiff alleges the Smash My Trash website falsely claims Smash My Trash has the ability to use any third-party bin to smash waste. Plaintiff filed a Motion for Temporary Restraining Order and Preliminary Injunction on the same date the complaint was filed. On April 28, 2021, the Plaintiff's Motion for Temporary Restraining Order was denied. We are vigorously defending ourselves and pursuing our claims against the Plaintiff.

Item 4
BANKRUPTCY

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

Item 5
INITIAL FEES

Initial Franchise Fee

When you sign your franchise agreement, you must pay us $49,500 as the Initial Franchise Fee. This fee is uniformly imposed among our franchisees. The Initial Franchise Fee includes a Territory with a population of 200,000 people. You may purchase additional Territories based on

the table below. Upon approval by us, you may also purchase additional population for $0.25 per person.

Number of Territories	Total Population	Initial Franchise Fee	Cumulative Franchise Fee
1	200,000	$49,500	$49,500
2	400,000	$40,000	$89,500
3	600,000	$35,000	$124,500
4	800,000	$30,000	$154,500
5	1,000,000	$30,000	$184,500
6	1,200,000	$30,000	$214,500
7	1,400,000	$30,000	$244,500
8	1,600,000	$30,000	$274,500
9	1,800,000	$30,000	$304,500
10	2,000,000	$30,000	$334,500

If (1) you fail to complete the initial training program to our satisfaction, or (2) we conclude, no more than 10 days after you complete the initial training program, that you do not have the ability to satisfactorily operate your franchise, then we have the right to terminate your franchise agreement. If we do so, we will refund your franchise fee less any out-of-pocket costs we have incurred, subject to your signing a general release of our liability. Otherwise, the Initial Franchise Fee is not refundable.

Other Fees

When you purchase a Smash My Trash franchise with a single Territory, you will be required to purchase from our affiliate, Custom Hydraulics, LLC, one (1) proprietary Smash Truck and related equipment which will be used to operate the franchised business. The total cost of the one Smash Truck will be between $229,800 and $265,000. You will buy the truck chassis from an approved dealer for approximately $72,000. You will pay our affiliate, Custom Hydraulics, LLC, approximately $175,400 for the Smash Machine, rigging and installation and customs. The form of Equipment Sale Agreement you must enter into with Custom Hydraulics, LLC is attached to this Disclosure Document in Exhibit I. These fees may vary based on our affiliate's costs incurred, your location, and manufacturer price increases. You will also pay our affiliate, Custom Hydraulics, LLC, the cost of shipping and delivery, which ranges from $7,400 to $17,600. You must pay a deposit on the truck within 30 days of signing the franchise agreement. If you purchase four or more Territories, you must initially purchase two Smash Trucks by paying a deposit on

both within 30 days of signing the Franchise Agreement. If you purchase eight or more Territories, you must initially purchase three Smash Trucks by paying a deposit on all three within 30 days of signing the Franchise Agreement.

Veterans Discount

We offer a Veteran discount to honorably discharged veterans of the United States armed forces and their spouses. We will discount the Initial Franchise Fee by 10% on the first Territory purchased by those veterans and/or their spouses who have received an honorable discharge from the military. The Initial Franchise Fee is payable at the time a Franchise Agreement is signed. The Initial Franchise Fee is deemed fully earned upon payment and, in consideration of administrative and other expenses we incur in granting this franchise and for our lost or deferred opportunity to franchise others, is non-refundable.

Refunds

Except as stated above, all fees under this Item 5 are non-refundable under any circumstances.

Item 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	8% of Gross Sales[1], subject to monthly minimums.[2] Beginning in the third month after you open for business, there is a minimum monthly Royalty Fee for each territory operating	Monthly, on the 5th day of the following month	
Brand Fund Contribution	1% of Gross Sales	Monthly, on the 5th day of the following month	

Type of Fee	Amount	Due Date	Remarks
Market Cooperative Contribution	As determined by co-op. Currently, none. However, once co-op formed, not less than 1% of Gross Sales	Monthly, on the 5th day of the following month	We have the right to establish local or regional advertising cooperatives. The amount you must contribute to the cooperative will be determined by vote of the members, but not less than 1% of gross sales. If our own outlets are members of a cooperative, they must contribute to the cooperative on the same basis as franchisees, and they will vote on the same basis as other members. If our outlets have controlling voting power, there is no maximum on fees that could be imposed.
Pre-Opening Assistance	$200 per day	Prior to opening	at your request, we will support you virtually for up to 5 days to assist with the launch of your business for a cost of $200 per day. Subject to availability, you may request that we bring a Smash Truck to your territory for assistance with pre-selling. If we bring a Smash Truck to your territory, you will pay us $500/day including travel on top of the $200/day for our support representative.
Replacement / Additional Training fee	Currently, $500 Per Day	Prior to attending training	If you send a manager or other employee to our training program after you open, we will charge our then-current training fee.

Type of Fee	Amount	Due Date	Remarks
Third party vendors	Pass-through of costs, plus reasonable administrative charge.	Varies	We have the right to require franchisees to use third-party vendors and suppliers that we designate. Examples can include computer support vendors, email services, mystery shopping, and customer feedback systems. The vendors and suppliers may bill franchisees directly, or we have the right to collect payment for these vendors together a reasonable markup or charge for administering the payment program.
Software subscription	Currently, $700-$1,000 per month	Monthly	We require you to use certain software as described in Item 11. You will pay subscription fees directly to us. This includes CRM, routing, email, camera system, fleet management, and financial accounting and bookkeeping software.
Payroll Service	$33 per franchised business and $6 per employee	Monthly	We require that you use the payroll provider of our choosing.
Non-compliance fee	$500	On demand	We may charge you $500 if your business is not in compliance with our system specifications or the franchise agreement and you fail to correct the non-compliance after 30 days' notice. Thereafter, we may charge you $250 per week until you correct such non-compliance.
Reimbursement	Amount that we spend on your behalf, plus 10%	Within 15 days of invoice	If we pay any amount that you owe or are required to pay to a third party, you must reimburse us.

Type of Fee	Amount	Due Date	Remarks
Late fee	$100 plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law)	On demand	We may charge a late fee if you fail to make a required payment when due.
Insufficient funds fee	$30 (or, if such amount exceeds the maximum allowed by law, then the maximum allowed by law)	On demand	We may charge an insufficient funds fee if a payment made by you is returned because of insufficient funds in your account.
Costs of collection	Our actual costs	As incurred	Payable if we incur costs (including reasonable attorney fees) in attempting to collect amounts you owe to us.
Breach of territory fee	The greater of (i) $500 or (ii) 75% of the amount paid by the customer outside of your territory.	On demand	If you serve a customer outside of your territory without our prior written permission, we may impose this fee.

Type of Fee	Amount	Due Date	Remarks
Special support fee	Our then-current fee, plus our expenses. Currently, $500 per day.	On demand	If we provide in-person support to you in response to your request, we may charge this fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).
Customer complaint resolution	Our expenses		We may take any action we deem appropriate to resolve a customer complaint about your business. If we respond to a customer complaint, we may require you to reimburse us for our expenses.
Records audit	Our actual cost	On demand	Payable only if (1) we audit you because you have failed to submit required reports or other non-compliance, or (2) the audit concludes that you under-reported gross sales by more than 3% for any month.
Special evaluation fee	Currently $600, plus our out-of-pocket costs	On demand	Payable only if we conduct an in-person evaluation of your business because of a governmental report, customer complaint or other customer feedback, or your default or non-compliance with any system specification.
Non-compliance cure costs and fee	Our out-of-pocket costs and internal cost allocation, plus 10%	When billed	We may cure your non-compliance on your behalf (for example, if you do not have required insurance, we may purchase insurance for you), and you will owe our costs plus a 10% administrative fee.
Transfer fee	$10,000	When transfer occurs	Payable if you sell your business.

Type of Fee	Amount	Due Date	Remarks
Renewal fee	$10,000	Upon renewal of Franchise Agreement	Subject to approval by us and other requirements
Indemnity	Our costs and losses from any legal action related to the operation of your franchise	On demand	You must indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates against all losses in any action by or against us related to, or alleged to arise out of, the operation of your franchise (unless caused by our misconduct or negligence).
Prevailing party's legal costs	Our attorney fees, court costs, and other expenses of a legal proceeding, if we are the prevailing party	On demand	In any legal proceeding (including arbitration), if you lose and we prevail, you must pay our attorney fees, court costs and other expenses.
National Annual Meeting	No more than $750 plus travel and lodging	Annually upon demand	You must send a Principal Executive to attend our National Annual Meeting each year. The maximum cost of $750 for attendance shall be adjusted for inflation each year per the consumer price index. You are responsible for all travel and lodging costs.
Regional Annual Meeting	No more than $150 plus travel and lodging	Annually upon demand	You must send a Principal Executive to attend our National Annual Meeting each year. The maximum cost of $150 for attendance shall be adjusted for inflation each year per the consumer price index. You are responsible for all travel and lodging costs.

Type of Fee	Amount	Due Date	Remarks
Broker Fees	Our actual cost of the brokerage commissions, finder's fees, or similar charges	As incurred	If you transfer your Smash My Trash franchise to a third-party or purchaser, you must reimburse all of our actual costs for commissions, finder's fees and similar charges in addition to paying us the Transfer Fee

All fees are payable only to us, including the software subscription charges, unless we designate otherwise. All fees are non-refundable. All fees are uniform for all franchisees, although we reserve the right to change, waive, or eliminate fees for any one or more franchisees as we deem appropriate.

There are currently no marketing cooperatives, purchasing cooperatives, or other cooperatives that impose fees on you.

Notes

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

2. Beginning in the third month after you open your Franchised Business, which is when you receive your first Smash Truck, there is a minimum monthly Royalty Fee of $1,500 for each territory operating and you must have a minimum of one Smash Truck. See below (and Section 4.2 of the Franchise Agreement) for a chart that displays when the minimum monthly Royalty Fee increases according to the number of territories operating. For each additional territory that you purchase, a Smash Truck will be required based on a defined development schedule found in Section 4.9 of the Franchise Agreement. You are required to pay an 8% royalty on Gross Sales or the minimum monthly Royalty Fee based on the number of operating territories as defined by the schedule in Section 4.2 of the Franchise Agreement, whichever is greater. Actual delivery of additional Smash Trucks may vary based on production, and it is your responsibility to consider delivery timeframes as they apply to the minimum monthly Royalty Fee and minimum Smash Truck requirements.

	Months after Franchisee Receives First Smash Truck					
Territories Purchased	Months 3-5	Months 6-12	Months 13-24	Months 25-36	Months 37-48	Months 49-120
1	$1,500	$2,600	$2,600	$2,600	$2,600	$2,600
2	$1,500	$2,600	$5,120	$5,120	$5,120	$5,120
3	$1,500	$2,600	$5,120	$7,800	$7,800	$7,800

4	$1,500	$2,600	$5,120	$7,800	$10,400	$10,400
5	$1,500	$2,600	$5,120	$7,800	$10,400	$13,000
6	$3,000	$5,120	$7,800	$10,400	$13,000	$15,600
7	$3,000	$5,120	$7,800	$13,000	$15,600	$18,200
8	$3,000	$5,120	$10,400	$15,600	$18,200	$20,800
9	$3,000	$5,120	$10,400	$15,600	$20,800	$20,800
10	$3,000	$5,120	$10,400	$15,600	$20,800	$26,000

3. No advertising cooperatives have been established. We reserve the right to establish an advertising cooperative. If our own outlets are members of a cooperative, they must contribute to the cooperative on the same basis as franchisees, and they will vote on the same basis as other members. If our outlets have controlling voting power, there is no maximum on fees that could be imposed.

Item 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT – ONE TERRITORY

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial franchise fee[1]	$49,500 - $49,500	Check or wire transfer	Upon signing the franchise agreement	Us
Rent, Utilities, and Leasehold Improvements	$500 - $2,500	As arranged	As incurred or when billed	Warehouse owner, utility company, contractor
Market Introduction Program	$2,500 - $7,500	As arranged	As incurred or when billed	Vendors and suppliers
Furniture, Fixtures, and Equipment	$500 - $2,000	As arranged	As incurred	Vendors and suppliers
Computer Systems	$400 - $1,500	As arranged	As incurred	Vendors and suppliers
Insurance	$2,000 - $4,500	As arranged	Upon ordering	Insurance company
Smash Trucks[2]	$229,800 - $265,000	As arranged	Deposit due within 30 days of signing the Franchise Agreement	Us and/or Affiliates

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Licenses and Permits	$500 - $1,000	As arranged	Upon application	Government
Software Subscription – first three months	$2,100 - $3,000	As arranged	Monthly, commencing when you begin training	Us
Dues and Subscriptions	$350 - $1,000	As arranged	As incurred	Vendors, trade organizations
Professional Fees (lawyer, accountant, etc.)	$2,500 - $5,000	As arranged	As incurred or when billed	Professional service firms
Travel, lodging and meals for initial training	$2,000 - $3,000	As arranged	As incurred	Airlines, hotels, and restaurants
Additional funds (for first 3 months)[3]	$30,000 - $50,000	As arranged	Varies	Employees, suppliers
Total	$322,650 - $395,500			

Notes

1. If (1) you fail to complete the initial training program to our satisfaction, or (2) we conclude, no more than 10 days after you complete the initial training program, that you do not have the ability to satisfactorily operate your franchise, then we have the right to terminate your franchise agreement. If we do so, we will refund your franchise fee less any out-of-pocket costs we have incurred, subject to your signing a general release of our liability. Otherwise, all fees paid to us our our affiliates are non-refundable.

2. You must use one (1) custom-built vehicle (a "Smash Truck") designed specifically for the franchised business and exclusively supplied by us and our affiliates. Your Smash Truck must follow our specifications and be fitted with our custom equipment. The vehicle must be kept in good condition, clean, dent-free and otherwise presenting a professional appearance. You will purchase the chassis from an approved dealer for approximately $72,000. You will pay our affiliate, Custom Hydraulics, LLC, approximately $175,400 for the Smash Machine, rigging and installation and customs. The form of Equipment Sale Agreement you must enter into with Custom Hydraulics, LLC is attached to this Disclosure Document in Exhibit I. You will also pay our affiliate, Custom Hydraulics, LLC, the cost of shipping and delivery, which ranges from $7,400 to $17,600.

3. This includes any other required expenses you will incur before operations begin and during the initial period of operations, such as payroll, additional inventory, and other operating expenses in excess of income generated by the business. In formulating the amount required for additional funds, we relied on the following factors, basis, and experience: the development of a Smash My Trash business by our affiliate, and our general knowledge of the industry.

YOUR ESTIMATED INITIAL INVESTMENT – MULTIPLE TERRITORIES

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee	$89,500 - $334,500 (2 - 10 Territories)	Check or wire transfer	Upon signing the Franchise Agreement	Us
Initial Investment to Open Initial Business[1]	$273,150 – $346,000	See Preceding Chart for Single Territory Investment		
Additional Smash Trucks	$0 - $530,000 (0 Trucks – 2 Trucks)	Check or wire transfer	Deposit due within 30 days of signing the Franchise Agreement	Us and/or Affiliates
Total	$362,650 – $1,210,500			

Note

1. Please refer to the table for the Estimated Initial Investment for a Single Unit for expenses associated with opening the initial Smash My Trash business for one Territory under a Franchise Agreement. This includes the cost of one Smash Truck.

2. This includes the number of Smash Trucks that you must initially order for operation based on the number of Territories you purchase. If you purchase 1, 2, or 3 Territories, you are required to initially order and operate 1 Smash Truck. If you purchase 4, 5, 6, or 7

Territories, you are required to initially order and operate 2 Smash Trucks. If you purchase 8, 9, or 10 Territories, you are required to initially order and operate 3 Smash Trucks. Each Smash Truck has an estimated cost ranging from $229,800 to $265,000.

Item 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Generally

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

Specific Obligations

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

A. Insurance. You must obtain insurance as described in the Franchise Agreement and in our Manual, which includes (i) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit, (ii) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000, and (iii) Workers Compensation coverage as required by state law. Your insurance policies must add us and our affiliates as additional insured.

B. Computer software and hardware. You must purchase and use the computer software and hardware that we specify. At the time of this Disclosure Document, this includes CRM software, routing software, email services, camera hardware/software, fleet management software, and financial accounting software. See Item 11 for more details.

C. Truck Units and Equipment. You must initially purchase from us and/or our affiliate no fewer than one (1) Smash Truck to be used in the operation of the franchised business. The Franchise Agreement provides the deadlines by which you must be operating additional Smash Trucks. If you purchase four (4) or more territories, you must purchase two (2) Smash Trucks at the time you sign your Franchise Agreement. If you purchase eight (8) or more territories, you must purchase three (3) Smash Trucks at the time you sign your Franchise Agreement.

Us or our Affiliates as Supplier

We are a supplier of goods that you must purchase. You will purchase the Smash Trucks, Assembly of the Trucks, Inventory and Software, which will be the primary operating equipment in the business, directly from us and/or our Affiliates.

Ownership of Suppliers

Outside of your requirement to purchase the Smash Trucks, Assembly of the Trucks, Inventory and Software Subscriptions from us, we do not own an interest in any outside supplier to our franchisees. Our parent company, SMT Holdings LLC, and Justin Haskin own interests in Innovative Waste Technologies, LLC and Custom Hydraulics LLC, which both provide services to our franchisees.

Alternative Suppliers

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

Issuing Specifications and Standards

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

Revenue to Us and Our Affiliates

We and our affiliates will derive revenue from the required purchases and leases by franchisees. Our total revenue in the 2020 fiscal year was $17,478,537 (applying the FASB ASC 606 Revenue Recognition standard). During the 2020 fiscal year, we received $24,986,727 from franchise sales and equipment deposits, but those amounts are deferred under the ASC 606 Revenue Recognition standard. Our revenue from all required purchases and leases of products and services by franchisees in the 2020 fiscal year was $14,760,900. Under the ASC 606 Revenue Recognition standard, the percentage of our total revenues that were from required purchases or leases in the 2020 fiscal year was 84.5%.

Proportion of Required Purchases and Leases

We estimate that the required purchases and leases to establish your business are 75% to 80% of your total purchases and leases to establish your business.

We estimate that the required purchases and leases to operate your business are 75% to 80% of your total purchases and leases to operate your business.

Payments by Designated Suppliers to Us

We do not currently receive payments from any designated suppliers based on purchases by you or other franchisees. However, the franchise agreement does not prohibit us from doing so.

Purchasing or Distribution Cooperatives

No purchasing or distribution cooperative currently exists.

Negotiated Arrangements

We do not negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees. However, we may do so in the future.

Benefits Provided to You For Purchases

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

Item 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Disclosure document item
a. Site selection and acquisition/lease	§ 6.1	Item 11
b. Pre-opening purchase/leases	§§ 6.2, 6.3	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	Article 6	Items 5, 7, 8 and 11
d. Initial and ongoing training	§§ 5.4, 6.4, 7.6	Items 5, 6, 8 and 11
e. Opening	§§ 6.5, 6.6	Items 7, 8 and 11
f. Fees	Article 4, §§ 5.5, 7.8, 10.5, 11.2, 11.3, 15.2, 16.1, 17.6	Items 5, 6 and 7

Obligation	Section in Franchise Agreement	Disclosure document item
g. Compliance with standards and policies/operating manual	§§ 6.3, 7.1, 7.3, 7.5, 7.7, 7.9 – 7.13, 7.15, 10.1, 10.4, 11.1	Items 8, 11 and 14
h. Trademarks and proprietary information	Article 12, § 13.1	Items 13 and 14
i. Restrictions on products/services offered	§ 7.3	Items 8, 11 and 16
j. Warranty and customer service requirements	§§ 7.3, 7.8, 7.9	Item 8
k. Territorial development and sales quotas	Not applicable	Item 12
l. Ongoing product/service purchases	Article 8	Items 6 and 8
m. Maintenance, appearance, and remodeling requirements	§§ 7.12, 7.13	Items 6, 7 and 8
n. Insurance	§ 7.15	Items 6, 7 and 8
o. Advertising	Article 9	Items 6, 7, 8 and 11
p. Indemnification	Article 16	Items 6 and 8
q. Owner's participation/management/staffing	§ 2.4	Items 15
r. Records and reports	Article 10	Item 11
s. Inspections and audits	§§ 10.5, 11.2	Items 6 and 11
t. Transfer	Article 15	Items 6 and 17
u. Renewal	§ 3.2	Item 17
v. Post-termination obligations	Article 13, § 14.3	Item 17
w. Non-competition covenants	§ 13.2	Item 17
x. Dispute resolution	Article 17	Items 6 and 17

Item 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligations.

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

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

Our Pre-Opening Obligations

Before you open your business:

A. *Your site.* We do not assist you in (i) locating your site and negotiating the purchase or lease of the site, (ii) conforming the premises to local ordinances and building codes and obtaining any required permits, or (iii) constructing, remodeling, or decorating the premises. However, we will either approve of or deny your site. Because franchisees operate as a mobile business and not from a site, having a site is optional and there is no time limit for us to approve your site. We do not consider any factors in approving your site. If you and we cannot agree on a site and you are delayed in commencing operations, we may terminate your Franchise Agreement and your initial franchise fee will be forefeited.

B. *Hiring and training employees*. We will provide you with our suggested staffing levels (Section 5.2), suggested guidelines for hiring employees (Section 5.2), operational instructions in the Manual which you can use as part of training new employees (Section 5.3), and our initial training program described below. All hiring decisions and conditions of employment are your sole responsibility.

C. *Necessary equipment, signs, fixtures, opening inventory, and supplies.* We will provide you a list of our specifications and approved suppliers for equipment, signs, fixtures, opening inventory, and supplies necessary to open your business.

We will directly provide all primary equipment, including the Smash Trucks. (Section 5.4) We provide the Smash Trucks directly and will deliver this equipment to you, fully assembled, tested, and painted. With the exception of custom parts inventory, we do not require other equipment or supplies be procured from us directly at this time; we will provide the names of approved suppliers for other equipment and supplies. We do not require you utilize us to deliver or install these items. We reserve the right to require any or all parts to be purchased through us.

D. *Operating Manual*. We will give you access to our Operating Manual (Section 5.1). See Exhibit E for the table of contents of our Operating Manual as of the date of this disclosure document. There are currently 220 pages in the Operating Manual.

E. *Initial Training Program.* We will conduct our initial training program. (Section 5.4). The current initial training program is described below.

F. *Business plan review*. If you request, we will review your pre-opening business plan and financial projections. (Section 5.4).

G. *Market introduction plan*. We will advise you regarding the planning and execution of your market introduction plan. (Section 5.4).

H. *On-site opening support.* We will have a representative provide virtual support for up to 5 days in connection with your business opening. Subject to availability, you may request that we bring a Smash Truck to your Territory for assistance with pre-selling. If we bring a Smash Truck to your Territory, you will pay us an additional $500 per day plus $200 per day for our representative who is present with the Smash Truck. (Section 5.4).

Length of Time To Open

The typical length of time between signing the franchise agreement and the opening of your business is 4-7 months. Factors that may affect the time period include equipment availability, shipping delays, custom orders, your ability to obtain financing, obtain business permits and licenses, schedule initial training, take delivery of required equipment, and hire employees.

Under the Section 4.9 of the Franchise Agreement, you must possess and be using the number of Smash Trucks in the below table by the corresponding months. Actual delivery of additional Smash Trucks may vary based on production, and it is your sole responsibility to understand such timelines as they apply to the minimums below. If you purchase four (4) or more territories, you must operate with two (2) Smash Trucks immediately upon commencing business. If you purchase eight (8) or more territories, you must operate with three (3) Smash Trucks immediately upon commencing business. With both of these scenarios, you will have to order the corresponding number of Smash Trucks within thirty (30) days of signing your Franchise Agreement.

	Months After Franchisee Receives First Smash Truck				
Territories Purchased	Months 1-12	Months 13-24	Months 24-36	Months 37-48	Months 49-120
1	1	1	1	1	1
2	1	2	2	2	2
3	1	2	3	3	3
4	2	3	4	4	4
5	2	3	4	5	5
6	2	3	4	5	6
7	2	3	5	6	7
8	3	5	7	8	8
9	3	5	7	9	9
10	3	6	8	10	10

Our Post-Opening Obligations

After you open your business:

A. *Developing products or services you will offer to your customers*. Although it is our intent and practice to refine and develop products or services that you will offer to your customers, the franchise agreement does not obligate us to do so.

B. *Improving and developing your business; resolving operating problems you encounter.* If you request, we will provide advice to you (by telephone or electronic communication) regarding improving and developing your business, and resolving operating problems you encounter, to the extent we deem reasonable. If we provide in-person support in response to your request, we may charge a fee (currently $500 per day) plus any out-of-pocket expenses (such as travel, lodging, and meals for our employees providing onsite support). (Section 5.5).

C. *Establishing prices*. We will establish minimum and maximum prices for products and services. (Section 5.5). We have the right to determine prices charged by our franchisees for goods and services (but only to the extent permitted by applicable law).

D. *Establishing and using administrative, bookkeeping, accounting, and inventory control procedures.* We will provide you our required providers and procedures for administration, bookkeeping, accounting, and inventory control. (Section 5.5). We may make any such procedures part of required (and not merely recommended) procedures for our system. Currently, these providers include Xendoo Bookkeeping, Gusto Payroll, and Fleetio Fleet Management and Inventory Control. With Xendoo Bookkeeping, you will receive a license to use Xero Accounting Software, which we also require.

E. *Brand Fund*. We will administer the Brand Fund. (Section 5.5).

F. *Website*. We will maintain a website for the Smash My Trash brand, which will include your business location and the local telephone number that we establish for you. (Section 5.5)

Advertising

(i) *Our obligation*. We will use the Brand Fund only for marketing and related purposes and costs. Media coverage is primarily local. We use internal marketing employees and outside vendors and consultants to produce advertising, and we may use Brand Fund funds for these purposes. We are not required to spend any amount of advertising in the area or territory where any particular franchisee is located. We will maintain the brand website (which will be paid for by the Brand Fund). We have no other obligation to conduct advertising.

(ii) *Your own advertising material*. You may use your own advertising or marketing material only with our approval. To obtain our approval, you must submit any proposed advertising or marketing material at least 14 days prior to use. If we do not respond, the material is deemed rejected. If you develop any advertising or marketing materials, we may use those materials for any purpose, without any payment to you.

(iii) *Advertising council*. We have created The Marketing Mission Based Council which is comprised of both Smash My Trash franchisees, as well as corporate marketing employees. This council is chaired by Mr. Charles Sullivan, our Chief Marketing Officer, and meets regulary to ensure a smooth flow of communication on all activities related to marketing.

(iv) *Local or Regional Advertising Cooperatives.* We do not currently have any local or regional advertising cooperatives. We have the right to require you to participate in a local or regional advertising cooperative. We will define the area of the cooperative based on media markets, or other geographic criteria that we deem appropriate. Each franchisee in the area would have one vote (unless the franchisee is in default under its franchise agreement). The amount you must contribute to the cooperative will be determined by vote of the members, but not less than 1% of gross sales. If our own outlets are members of a cooperative, they must contribute to the cooperative on the same basis as franchisees, and they will vote on the same basis as other members. If our outlets have controlling voting power, there is no maximum on fees that could be imposed. We administer the cooperative, but we have the right to delegate responsibility for administration to an outside company such as an advertising agency or accounting firm, or to the franchisee members of the cooperative. We have the right to require the cooperative to operate from written bylaws or other governing documents that we determine. The documents are not currently available for you to review. Cooperatives will prepare annual financial statements which will be available for review only by us and by the members of cooperative. We have the power to require cooperatives to be formed, changed, dissolved, or merged.

(v) *Advertising Fund*. You and all other franchisees must contribute to our Brand Fund. Your contribution is 1% of gross sales per month. All franchisees contribute the same percentage. Outlets that we own are not obligated to contribute to the Brand Fund. We administer the fund. The fund is not audited. We will make unaudited annual financial statements available to you upon request.

In our fiscal year ending December 31, 2020, we collected $29,710.77 from Advertising Fund contributions. We spent 100% from the marketing fund on administrative expenses.

If not all funds are spent in the fiscal year in which they accrue, the money will remain in the Brand Fund to be spent in the next year.

No money from the Brand Fund is spent principally to solicit new franchise sales.

(vi) *Market introduction plan.* You must develop a market introduction plan and obtain our approval of the plan at least 30 days before the projected opening date of your business.

Computer Systems

We require you to purchase computer systems and software as follows:

- HubSpot CRM software
- In-cab mobile devices with access to CRM and routing software
- Vonigo business management software
- Navigation/routing software (provided by us)

- Fleet management software (provided by us)
- Email services (provided by us)
- Computer(s)
- Smart Phone(s)
- Safety Vision Camera(s)
- QuickBooks Online or other approved accounting software (provided by us)

These systems provide management tools, operational systems, logistics and business systems needed to operate the franchised business. These systems will generate or store data such as marketing, financial, customer and order data.

We estimate that these systems will cost between $250 and $500 to purchase/subscribe.

We are not obligated to provide any ongoing maintenance, repairs, upgrades, or updates. We do not require you to enter into any such contract with a third party. However, we may do so in the future.

You must upgrade or update any system when we determine. There is no contractual limit on the frequency or cost of this obligation.

We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts will be $100 to $300.

You must give us independent access to the information that will be generated or stored in these systems. The information that we may access will include sales, customer data, and reports. There is no contractual limitation on our right to access the information.

Training Program

Our training program consists of the following:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Establishing the Business - Licensing and Permitting - Administrative - Insurance - Banking - Strategy	2	2	Our Locations in Indiana, or your Location.

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Developing a Plan - Knowing your Territory - Competitive Review - Market Planning - Business Plan	2	2	Our Locations in Indiana, or your Location
Understanding the Equipment - Basics - How to operate - Technical Details - Safety	8	2	Our Locations in Indiana, or your Location
Marketing and Business Development - Lead Generation - Conversion Process - Sales Model - Generating Revenues - Strategic Planning	8	8	Our Locations in Indiana, or your Location
Operations and Management - Staffing - Logistics - Territory Planning - Delivering Great Service - Customer Service	8	8	Our Locations in Indiana, or your Location
Administrative - Paperwork - Banking - Financial Management - Payroll - Insurance	4	4	Our Locations in Indiana, or your Location

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Executing Your Plan - Go to Market - Financial Goals - Customer Acquisition Targets	2	4	Our Locations in Indiana, or your Location
TOTALS:	34 Hours	30 Hours	

The initial training has been created as 16-week learning pathway. This training will take place on a leading-edge management platform, which allows for visibility, coaching opportunities, and transcripts to be formulated. In order to move onto the next steps of this program, you must successfully complete the previous steps. This training program covers several topics from sales and infrustructre systems to operations.

After succeful completion of the initial training 16-week program, you will be moved to reinforcement training. This training will focus on micro-learning, with bursts delivered on a daily basis. This training focuses on the most important aspects of the job to give you a more hands on learning experience.

Training classes will be scheduled in accordance with the needs of new franchisees and include remote/virtual training as well as in-person training. We anticipate holding in-person training classes once per month. Training will be held at our offices and business location(s) in Texas or Indiana, or we may hold training, at our discretion, at your location.

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

Training classes will be led by Mr. Bill Isenhart and Mr. Paul Polheber. Additional employees of Smash Franchise Partners, LLC or its affiliates, including Smash My Trash, LLC may also lead training from time to time. Mr. Isenhart has served as our Chief Operating Officer since June of 2020. Mr. Polheber has over 3 years of training experience, and has been our Director of Learning & Development since January of 2021.Our instructors have a minimum of four weeks of training at our corporate store in the specific role that they will be offering training on.

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

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

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

Item 12
TERRITORY

Your Location

We anticipate that you will manage your Smash My Trash business from a small warehouse facility setting. Your primary office must be located in your territory.

Grant of Territory

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. The territory will include a defined area and will be documented as a territory of 200,000 population (minimum). As described in Item 5, you may purchase additional territories. The population of your territory shall be determined by the most current United States Census data.

Relocation; Establishment of Additional Outlets

You may relocate your business headquarters anywhere in your territory.

You do not have the right to establish additional franchised outlets or expand into additional territories. If you desire to do so, you must (1) pay us $0.25 per person, (2) be in compliance with your Franchise Agreement at all times since opening your business, (3) have demonstrated your capability to operate a multi-territory franchise successfully, and (4) obtain our approval.

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

Protected Territory

We grant you a protected territory. You do not receive an exclusive territory. In your territory, we will not establish a Smash My Trash outlet, nor license or franchise another party to establish a Smash My Trash outlet. Continuation of your territorial rights does not depend on any contingency. There are no circumstances that permit us to modify your territorial rights.

Restrictions on Us From Soliciting or Accepting Orders In Your Territory

Except as described in this paragraph, we will not serve customers in your territory, nor authorize another party to serve customers in your territory, under our Smash My Trash brand. However, we may serve (or authorize other franchisees to serve) customers in your territory if you are in default, or if you are incapable of meeting customer demand in your territory. We may also serve (or authorize another franchisee to serve) a particular customer in your territory if you fail to properly serve such customer, or if we reasonably believe that you will not properly serve such customer. We reserve the right to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory (i) using our principal trademarks, but only for sales of products or services different from the ones you will offer, and (ii) using trademarks different from the ones you will use. In the circumstances where

the franchise agreement does not prohibit us from soliciting or accepting orders from inside your territory, we do not pay any compensation to you.

Soliciting by You Outside Your Territory

You cannot solicit or market to potential customers outside of your territory. You cannot provide services outside of your territory without our prior written permission. We may withdraw permission at any time. You do not have any right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing to make sales outside of your territory.

Competition by Us Under Different Trademarks

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

Item 13
TRADEMARKS

The following are the principal trademarks that we license to you. These trademarks are owned by our Affiliate, Smash My Trash, LLC, which has licensed them to us pursuant to the terms below. The below trademarks are registered on the Principal Register of the United States Patent and Trademark Office or have been filed.

Trademark	Registration/Filing Date	Registration/Serial Number
Smash My Trash	Registered: November 15, 2016	Reg. No. 5083318
	Registered: August 14, 2018	Reg. No. 5538297
	Filed: July 25, 2017	Reg. No. 87541185
The More We Smash, The More You Save	Filed: October 28, 2020	Serial No. 90283614

Trademark	Registration/Filing Date	Registration/Serial Number
Smash More, Save More	Filed: October 28, 2020	Serial No. 90284775
Mobile Smash Machine	Filed: October 28, 2020	Serial No. 90283698
We Smash, You Save	Filed: October 28, 2020	Serial No. 90283575
Smash Truck	Filed: October 28, 2020	Serial No. 90283646

Because the federal trademark registrations are less than six years old, no affidavits are required at this time. The registrations have not yet been renewed. We do not know of any prior rights or infringing uses that could materially affect our franchisees' use of the trademarks.

Litigation

There is no pending material federal or state court litigation regarding our use or ownership rights in a trademark. In April of 2020, we and our Parent filed a lawsuit in Delaware against Kanda Holdings, Inc., Todd Perri, Kevin McLaren, and Dumpster Devil, LLC for common law trademark infringement among other things. The action is pending, and we intend to and are vigoriously pursuing our claims.

Agreements

There are no currently effective agreements that significantly limit our rights to use or license the use of trademarks listed above in a manner material to the franchise.

Our affiliate, Smash My Trash, LLC, owns the trademarks described in this Item. Under an Intercompany License Agreement between us and Smash My Trash, LLC we have been granted the exclusive right to sublicense the trademarks to franchisees throughout the United States. The agreement is of perpetual duration. It may be modified only by mutual consent of the parties. It may be canceled by our affiliate only if (1) we materially misuse the trademarks and fail to correct the misuse, or (2) we discontinue commercial use of the trademarks for a continuous period of

more than one year. The Intercompany License Agreement specifies that if it is ever terminated, your franchise rights will remain unaffected.

Protection of Rights

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

The franchise agreement obligates you to notify us of the use of, or claims of rights to, a trademark identical to or confusingly similar to a trademark licensed to you. The franchise agreement does not require us to take affirmative action when notified of these uses or claims. We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you.

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

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

Item 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

No patents are material to the franchise. We do not have any pending patent applications that are material to the franchise.

Copyrights

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

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

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

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

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

Proprietary Information

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

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

Protection of Rights

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

The franchise agreement obligates you to notify us of the use of, or claims of rights to, a patent or copyright identical to or confusingly similar to a patent or copyright licensed to you. The franchise agreement does not require us to take affirmative action when notified of these uses or claims. We have the right to control any administrative proceedings or litigation involving a patent or copyright licensed by us to you.

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

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

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

Your Participation

You are required to participate personally in the supervision of your business.

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

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

"On-Premises" Supervision

When your business performs services for a customer, you are not required to personally conduct "on-premises" supervision of your business. However, we recommend on-premises supervision by you.

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

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

Restrictions on Your Manager

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

Restrictions on Disposition of Franchise Equipment

Franchisees may not sell, sublease, scrap, donate, barter, or otherwise dispose of any franchise equipment without express consent from us. We require first rights to repossess any equipment used in the operation of a franchise, including but not limited to Smash Trucks, parts inventory, tools, and communications devices.

We will compensate the franchisee and/or any lien holders for the repossession of franchise equipment. Compensation may be reduced by outstanding amounts you owe us.

We have full discretion and rights as it applies to respossessing any of your equipment. Our rights do not release you from any liens, leases, or financing agreements. We do not co-sign for any of your equipment, and will not assume liabilities in the event of failure to make payment.

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale only goods and services that we have approved.

You must offer for sale all goods and services that we require. We have the right to change the types of authorized goods or services, and there are no limits on our right to make changes.

We do not restrict your access to customers, except that all sales must be made to customers in your territory. All sales must be made through our point of sale system, including issuing invoices and receipts. You may not collect cash from or otherwise charge customers outside of our point of sale system.

Item 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	F.A. § 3.1;	10 years from date of franchise agreement.
b. Renewal or extension of the term	F.A. § 3.2;	You may obtain a successor franchise agreement for up to two additional 5-year terms.

Provision	Section in franchise or other agreement	Summary
c. Requirements for franchisee to renew or extend	F.A. § 3.2;	For our franchise system, "renewal" means that at the end of your term, you sign our successor franchise agreement for an additional 5-year term. You may be asked to sign a contract with materially different terms and conditions than your original contract. To renew, you must give advance notice to us; be in compliance; conform your business to then-current standards for new franchisees; sign then-current form of franchise agreement; sign general release (unless prohibited by applicable law).
d. Termination by franchisee	F.A.§ 14.1;	If we violate a material provision of the franchise agreement and fail to cure or to make substantial progress toward curing the violation within 30 days after notice from you. (subject to state law)
e. Termination by franchisor without cause	F.A. Not Applicable;	
f. Termination by franchisor with cause	F.A. § 14.2;	We may terminate your franchise agreement for cause, subject to any applicable notice and cure opportunity.
g. "Cause" defined--curable defaults	F.A. § 14.2;	Non-payment by you (10 days to cure); violate franchise agreement other than non-curable default (30 days to cure).

Provision	Section in franchise or other agreement	Summary
h. "Cause" defined--non-curable defaults	F.A. § 14.2;	Misrepresentation when applying to be a franchisee; knowingly submitting false information; bankruptcy; violation of law; violation of confidentiality; violation of non-compete; violation of transfer restrictions; slander or libel of us; refusal to cooperate with our audit or evaluation; cease operations for more than 15 consecutive days; two defaults in 12 months; cross-termination; charge or conviction of a felony, or accusation of an act that is reasonably likely to materially and unfavorably affect our brand; any other breach of franchise agreement which by its nature cannot be cured.
i. Franchisee's obligations on termination/non-renewal	F.A. §§ 14.3 – 14.6;	Pay all amounts due; return Manual and proprietary items; notify phone, internet, and other providers and transfer service; cease doing business; remove identification; purchase option by us.
j. Assignment of agreement by franchisor	F.A. § 15.1;	Unlimited
k. "Transfer" by franchisee - defined	F.A. Article 1;	For you (or any owner of your business) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the business, (ii) the franchise agreement, (iii) direct or indirect ownership interest of more than 25% of the business, or (iv) control of the business.
l. Franchisor's approval of transfer by franchisee	F.A. § 15.2;	No transfers without our approval.

Provision	Section in franchise or other agreement	Summary
m. Conditions for franchisor's approval of transfer	F.A. § 15.2;	Pay transfer fee; buyer meets our standards; buyer is not a competitor of ours; buyer and its owners sign our then-current franchise agreement and guaranty; you've made all payments to us and are in compliance with the franchise agreement; buyer completes training program; you sign a general release; business complies with then-current system specifications. If we approve of a transfer to your spouse, child or sibling, there will be no transfer fee. If you transfer your franchise rights to your spouse, child or sibling, they must sign a personal guaranty.
n. Franchisor's right of first refusal to acquire franchisee's business	F.A. § 15.5;	If you want to transfer your business (other than to your spouse, sibling, or child), we have a right of first refusal.
o. Franchisor's option to purchase franchisee's business	F.A. Not Applicable;	
p. Death or disability of franchisee	F.A. §§ 2.4, 15.4;	If you die or become incapacitated, a new principal operator acceptable to us must be designated to operate the business, and your executor must transfer the business to a third party within nine months.
q. Non-competition covenants during the term of the franchise	F.A. § 13.2;	Neither you, any owner of the business, or any spouse of an owner may have ownership interest in, or be engaged or employed by, any competitor. (subject to state law)
r. Non-competition covenants after the franchise is terminated or expires	F.A. § 13.2;	For two years, no ownership or employment by a competitor operating in your former territory or the territory of any other Smash My Trash business operating on the date of termination. (subject to state law)

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

Factual Background

Our Affiliate, Smash My Trash, LLC, was established in Texas in 2015 and operated a Smash My Trash business from March of 2016 through April 31, 2020. On May 1, 2020, its assets were sold to a franchisee of ours who has continuously operated the Smash My Trash business. Presented below is a Statement of Income showing the Affiliate's historical results from January 1, 2019 to December 31, 2019. This is followed by another Statement of Income showing the Affiliate's historical results from January 1, 2020 to April 31, 2020. Our Affiliate was operating in Houston, Texas and served an area with an approximate population of 400,000 people, which is equal to two (2) territories as offered under this disclosure document. Our Affiliate operated two Smash Trucks, full-time, during this time period. Our franchisees operate one Smash Truck per territory that they purchase. This Statement of Income has not been audited, reviewed or verified by an independent accountant. We expect that variances between your business and our Affiliate may exist with respect to geographic location, length of time in operation, and the number of trucks in operation, which will be determined by the number of territories you purchase.

Following the Statements of Income are historical Gross Sales records from our franchisee who purchased our Affiliate's Smash My Trash business in Houston, Texas. We had two other franchisees open for all of 2020, but both were non-compliant with the franchise model regarding billing practices, hiring practices, following systems and procedures, and following territory guidelines.

Our other Affiliates, Smash My Trash Austin, LLC, Smash My Trash San Antonio, LLC, and Smash My Trash DFW, LLC, began operation around March 2018, December 2018 and January 2019 respectively. However, they do not fit the model of the franchise we are offering under this disclosure document. They operated with a heavy reliance upon Smash My Trash, LLC for facility and personnel needs and were not organized into formal territories. These other Affiliates were not operated within the guidelines we prescribe for franchisees, which is why we have excluded them from inclusion in this financial performance representation.

Table No. 1 – Affiliate Statement of Income

	2019 (1/1 - 12/31)		2020 (1/1-4/30)	
	Total	Percentage of Sales	Total	Percentage of Sales
Income	$35,785	2.6%	$14,101	3.7%
Total Sales	$1,352,738	97.4%	$365,638	96.3%
Gross Revenue	$1,388,523	100.0%	$379,738	100.0%
Estimated Royalties	$111,082	8.0%	$30,379	8.0%
Estimated Brand Fund Fees	$13,885	1.0%	$3,797	1.0%
Cost of Goods Sold	$38,629	2.8%		
Outsourced Hauling Expenses	$201,154	14.5%	$49,242	13.0%
Gross Profit	$1,023,773	73.7%	$296,319	78.0%
Expenses				
Bank fees	$5,638	0.4%	$161	0.0%
Insurance	$15,843	1.1%	$11,882	3.1%
Interest expense	$591	0.0%	$325	0.1%
Legal & accounting	$6,582	0.5%	$1,266	0.3%
Travel & Entertainment	$6,056	0.4%	$697	0.2%
Payroll & HR	$234,569	16.9%	$101,736	26.8%
Technology & Systems	$8,509	0.6%	$390	0.1%
Promotional	$1,026	0.1%	$2,075	0.5%
Rent & Facilities	$30,174	2.2%	$10,815	2.8%
Fuel	$30,208	2.2%	$11,002	2.9%
Truck Payments	$50,272	3.6%	$21,303	5.6%
Machine & Truck Repairs	$18,124	1.3%	$9,549	2.5%
Truck Rigging & Camera Install	$4,721	0.3%	$0	
Registration	$169	0.0%	$212	0.1%
Tolls	$3,016	0.2%	$101	0.0%
Utilities	$7,235	0.5%	$4,084	1.1%
Total Expenses	$422,733	30.4%	$175,598	46.2%
Net Income	$601,039	43.3%	$120,721	31.8%

Table No. 2 – Gross Sales for our Houston Franchisee
(After Houston Franchisee Acquired our Affiliate's Business on 5/1/20)

Month	Gross Sales
May 2020	$101,086
June 2020	$77,215
July 2020	$101,035
August 2020	$98,920
September 2020	$103,911
October 2020	$103,832
November 2020	$115,692
December 2020	$113,150
January 2021	$127,996
February 2021	$125,377
March 2021	$135,221
April 2021	$144,669

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

1. In Table No. 2, customers were being transitioned from our Affiliate to our franchisee in May of 2020, and the Gross Sales number for that month contains a mix of sales by our Affiliate and franchisee during that transition period.

2. During the Covid-19 pandemic, our affiliate's business was deemed "essential" and continued to operate normally because it is a contactless business and the supply of trash for or affiliate's compaction services continued at a regular pace. On May 1, 2020, our Affiliate sold its business operations to existing franchisees of ours.

3. The table does not include certain costs and expenses you will incur in the categories of occupancy expenses, depreciation and amortization, and franchise or license fees. We also do not account for interest or principal payments on loans to the business or income taxes owed by the business or its owners.

4. The table does not include certain costs and expenses incurred by us, which in reason will not be incurred by a franchisee, including international and multi-location domestic travel, franchise development costs, franchise marketing costs, acquisition of assets tangential to the Smash My Trash franchise business. Further, we do not account for depreciation and amortization, interest or principal payments on loans to the business or income taxes owed by the business or its owners.

5. Affiliate owned outlets do not pay Initial Franchise Fees ($49,500), Royalty Fees (8% of Gross Sales) or Other Fees listed in Item 6, including Brand Fund Contributions (1% of Gross Sales). The above table includes an estimate of the Royalty Fees and Brand Fund Contributions that our Affiliate owned Smash My Trash business would have paid.

6. The above table includes information from an Affiliate owned Smash My Trash location only. This data was obtained from our Affiliate's computer system which records all Total Sales it receives from operation of its Smash My Trash business.

7. "Gross Revenue" includes all consideration, whether by cash, credit, in kind or otherwise, that was derived directly or indirectly from the operation of the represented Smash My Trash business.

8. There are no material financial and operational characteristics of our Affiliate-owned location that are reasonably anticipated to differ materially from future operational franchise outlets.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Other than the preceding financial performance representation we do not make any representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Smash Franchise Partners, LLC, 17437 Carey Road, Suite 164, Westfield, IN 46074, and 812-805-0422 , the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For years 2018 to 2020

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2018	0	0	0
	2019	0	2	+2
	2020	2	67	+65
Company-Owned*	2018	1	4	+3
	2019	4	4	0
	2020	4	0	-4
Total Outlets	2018	1	4	+3
	2019	4	6	+2
	2020	6	67	+61

*Company-owned locations are owned and operated by affiliated entities

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2018 to 2020

Column 1 State	Column 2 Year	Column 3 Number of Transfers
N/A	2018	0
	2019	0
	2020	0
Total	2018	0
	2019	0
	2020	0

Table 3
Status of Franchised Outlets
For years 2018 to 2020

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi-Nations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
Alabama	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	2	0	0	0	0	2
Arizona	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	2	0	0	0	0	2
California	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
Colorado	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	4	0	0	0	0	4
Connecticut	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi-Nations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
	2020	0	1	0	0	0	0	1
Florida	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	6	0	0	0	0	7
Georgia	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	5	0	0	0	0	5
Indiana	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
Iowa	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	2	0	0	0	0	2
Kansas	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
Massachusetts	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	0
Michigan	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	2	0	0	0	0	2
Missouri	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	2	0	0	0	0	2
Nebraska	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
Nevada	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi-Nations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
	2020	0	2	0	0	0	0	2
New Mexico	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
North Carolina	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	2	0	0	0	0	2
Ohio	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	5	0	0	0	0	5
Oklahoma	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	1	0	0	0	0	2
Pennsylvania	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	2	0	0	0	0	2
South Carolina	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	3	0	0	0	0	3
Tennessee	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	4	0	0	0	0	4
Texas	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	8	0	0	0	0	8
Utah	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
Virginia	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi-Nations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
	2020	0	3	0	0	0	0	3
Wisconsin	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	2	0	0	0	0	2
Totals	2018	0	0	0	0	0	0	0
	2019	0	2	0	0	0	0	2
	2020	2	65	0	0	0	0	67

Table 4
Status of Company-Owned Outlets
For years 2018 to 2020

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired From Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
Texas	2018	1	3	0	1	0	4
	2019	4	0	0	0	0	4
	2020	4	0	0	0	4	0
Totals	2018	1	3	0	1	0	4
	2019	4	0	0	0	0	4
	2020	4	0	0	0	4	0

Table 5
Projected Openings As Of December 31, 2020

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlets In The Next Fiscal Year	Column 4 Projected New Company-Owned Outlets In the Next Fiscal Year
Alabama	1	1	0
Arizona	0	1	0
California	3	1	0

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlets In The Next Fiscal Year	Column 4 Projected New Company-Owned Outlets In the Next Fiscal Year
Connecticut	1	1	0
Colorado	0	1	0
Deleware	0	1	0
Florida	2	1	0
Georgia	2	1	0
Idaho	0	1	0
Illinois	1	1	0
Indiana	0	1	0
Iowa	0	1	0
Kansas	0	1	0
Kentucky	1	1	0
Massachusetts	1	1	0
Michigan	0	1	0
Minnesota	1	1	
Missouri	2	1	0
Montana	0	1	0
Nebraska	0	1	0
New Hampshire	0	1	0
New Jersey	2	1	0
New Mexico	0	1	0
New York	0	1	0
North Carolina	0	1	0
North Dakota	0	1	0
Nevada	1	1	0
Ohio	2	1	0
Oklahoma	0	1	0
Oregon	0	1	0
Pennsylvania	2	1	0
South Carolina	2	1	0
South Dakota	0	1	0
Tennessee	2	1	0
Texas	2	1	0

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlets In The Next Fiscal Year	Column 4 Projected New Company-Owned Outlets In the Next Fiscal Year
Utah	0	1	0
Vermont	0	1	0
Virginia	0	3	0
Washington	0	1	0
West Virginia	0	1	0
Wisconsin	0	1	0
Wyoming	0	1	0
Totals	26	48	0

Current Franchisees

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

Former Franchisees

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

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

Confidentiality Clauses

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

Franchisee Organizations

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

Item 21
FINANCIAL STATEMENTS

We have not been in business for three years or more, and therefore cannot include all financial statements required by the Franchise Rule of the Federal Trade Commission. Exhibit D contains our audited financial statements from December 31, 2020, December 31, 2019 and December 31, 2018.Our fiscal year end is December 31.

Item 22
CONTRACTS

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

B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
C. Form of General Release
H. State Addenda to Franchise Agreement
I. Equipment Sale Agreement

Item 23
RECEIPTS

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

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

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

State	State Administrator	Agent for Service of Process (if different from State Administrator)
California	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 2102 Arena Boulevard Sacramento, CA 95834 866-275-2677	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, HI 96810 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681	
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Commissioner of Securities 200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Minnesota	Minnesota Department of Commerce Securities-Franchise Registration 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500
New York	NYS Department of Law Investor Protection Bureau 28 Liberty St., 21st Floor New York, NY 10005 (212) 416-8285	Secretary of State 99 Washington Avenue Albany, NY 12231
North Dakota	North Dakota Securities Department 600 East Boulevard Ave., State Capital Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	Securities Commissioner North Dakota Securities Department 600 East Bouldvard Avenue State Capitol, Fifth Floor Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex–69-1 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Division of Insurance Securities Regulation 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-3563	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division PO Box 9033 Olympia, WA 98507 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760
Wisconsin	Division of Securities Department of Financial Institutions Post Office Box 1768 Madison, WI 53701 (608) 266-2801	Securities And Franchise Registration Wisconsin Securities Commission 201 West Washington Avenue, Suite 300 Madison, WI 53703

EXHIBIT B

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

SUMMARY PAGE		
1.	**Franchisee**	_____
2.	**Initial Franchise Fee**	$_____
3.	**Number of Territories**	_____
4.	**Number of Smash Trucks Initially Purchased**	_____
5.	**Total Number of Smash Trucks Required**	_____
6.	**Territory/Territories**	See Attached Map and List of Zip Codes
7.	**Opening Deadline**	_____
8.	**Principal Executive**	_____
9.	**Franchisee's Address**	_____

FRANCHISE AGREEMENT

This Agreement is made between Smash Franchise Partners, LLC, An Indiana limited liability company ("Franchisor"), and Franchisee effective as of the date signed by Franchisor (the "Effective Date").

Background Statement:

A. Franchisor and its affiliate SMT Holdings, LLC have created and own a system (the "System") for developing and operating a waste compaction services business under the trade name "Smash My Trash".

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

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

ARTICLE 1. DEFINITIONS

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

"**Approved Vendor**" means a supplier, vendor, or distributor of Inputs which has been approved by Franchisor.

"**Business**" means the Smash My Trash business owned by Franchisee and operated under this Agreement.

"**Competitor**" means any business which offers trash or waste compacting services or trash hauling and removal services.

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

"**Gross Sales**" means the total dollar amount of all sales generated through the Business for a given period, including, but not limited to, payment for any services or products sold by Franchisee, whether for cash or credit. Gross Sales does not include (i) bona fide refunds to customers, (ii) sales taxes collected by Franchisee, (iii) sales of used equipment not in the ordinary course of

business, or (iv) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Sales).

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

"**Location**" means the location stated on the Summary Page.

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

"**Manual**" means Franchisor's confidential Operating Manual(s), including any supplements, additions, or revisions from time to time, which may be in any form or media.

"**Brand Fund**" means the fund established (or which may be established) by Franchisor into which Brand Fund Contributions are deposited.

"**Marks**" means the trade name and logo contained on the Summary Page, and all other trade names, trademarks, service marks and logos specified by Franchisor from time to time for use in a Smash My Trash business.

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

"**Required Vendor**" means a supplier, vendor, or distributor of Inputs which Franchisor requires franchisees to use.

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

"**Territory**" means the territory stated on the Summary Page.

"**Transfer**" means for Franchisee (or any Owner) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the Business, (ii) this Agreement, (iii) direct or indirect ownership interest of more than 25% of the Business, or (iv) control of the Business.

ARTICLE 2. GRANT OF LICENSE

2.1 Grant. Franchisor grants to Franchisee the right to operate a Smash My Trash business solely in the Territory. Franchisee shall develop, open and operate a Smash My Trash business in the Territory for the entire term of this Agreement.

2.2 Protected Territory.

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

(b) Service. Franchisee shall not provide services at any location outside of the Territory without Franchisor's prior written permission. Franchisor may withdraw permission at any time. If Franchisee provides services at any location outside of the Territory without Franchisor's prior written permission, Franchisor may impose a fee equal to the greater of (i) $500 or (ii) 75% of the amount paid by such customer to Franchisee. This fee is a reasonable estimate of Franchisor's internal cost of personnel time attributable to addressing Franchisee's breach of this Section, and it is not a penalty or estimate of all damages arising from Franchisee's breach. This fee is in addition to all of Franchisor's other rights and remedies.

(c) Exclusivity. Franchisor shall not establish, nor license the establishment of, another Smash My Trash business within the Territory or which serves customers located in the Territory. However, Franchisor retains the right to:

(i) serve (or authorize other franchisees to serve) customers in the Territory if Franchisee is in default, or if Franchisee is incapable of meeting customer demand in the Territory (in Franchisor's reasonable opinion), after notice of the same has been delivered to Franchisee in writing and Franchisee has been given a reasonable opportunity to correct defaults and to serve such customers;

(ii) serve (or authorize other franchisees to serve) a particular customer in the Territory if Franchisee fails to properly serve such customer, or if Franchisor reasonably believes that Franchisee will not properly serve such customer after notice of the same has been delivered to Franchisee in writing and Franchisee has been given a reasonable opportunity to serve such customers;

(iii) establish and license others to establish and operate Smash My Trash businesses outside the Territory;

(iv) operate and license others to operate businesses anywhere that do not operate under the Smash My Trash brand name; and

(v) sell and license others to sell Smash My Trash products and services to customers in the Territory through channels of distribution (including the internet) so long as such products and services are not provided through a Smash My Trash outlet in the Territory, and are different from the products and services provided by Franchisee.

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

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

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

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

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

2.6 No Conflict. Franchisee represents to Franchisor that Franchisee and each of its Owners (i) are not violating any agreement (including any confidentiality or non-competition covenant) by entering into or performing under this Agreement, (ii) are not a direct or indirect owner of any Competitor, and (iii) are not listed or "blocked" in connection with, and are not in violation under, any anti-terrorism law, regulation, or executive order.

2.7 Name of Franchised Business. Franchisee shall not use the words "Smash," "My," and/or "Trash" in Franchisee's entity name. Franchisor shall, in its sole discretion, have the right to approve or disapprove of Franchisee's entity name.

2.8 DBA Requirement. Franchisee must register a "Doing Business As" or similar type of fictitious business name with Franchisee's local municipality. Franchisee's fictitious business name shall be "Smash My Trash", or as otherwise designated by Franchisor, and Franchisee shall not use any other fictitious business name for the Franchised Business. Franchisee shall provide Franchisor with proof of its fictitious name filing upon Franchisor's request.

ARTICLE 3. TERM

3.1 Term. This Agreement commences on the date Franchisee receives delivery of its first Smash Truck and continues for ten (10) years thereafter..

3.2 Successor Agreement. When the term of this Agreement expires, Franchisee may enter into a successor agreement for up to two (2) additional periods of five (5) years each, subject to the following conditions prior to each expiration:

(i) Franchisee notifies Franchisor of the election to renew between 90 and 180 days prior to the end of the term;

(ii) Franchisee (and its affiliates) are in compliance with this Agreement and all other agreements with Franchisor (or any of its affiliates) at the time of election and at the time of renewal;

(iii) Franchisee has made or agrees to make (within a period of time acceptable to Franchisor) changes to the Business as Franchisor requires to conform to the then-current System Standards;

(iv) Franchisee executes Franchisor's then-current standard form of franchise agreement, which may be materially different than this form (including, without limitation, higher and/or different fees), except that Franchisee will not pay another initial franchise fee and will not receive more renewal or successor terms than described in this Section;

(v) Franchisee shall pay Franchisor a renewal fee equal to ten thousand dollars ($10,000); and

(v) Franchisee and each Owner executes a general release (on Franchisor's then-standard form) of any and all claims against Franchisor, its affiliates, and their respective owners, officers, directors, agents and employees.

ARTICLE 4. FEES

4.1 Initial Franchise Fee. Upon signing this Agreement, Franchisee shall pay an initial franchise fee in the amount stated on the Summary Page. This initial franchise fee is not refundable, except as provided in Section 6.4. The initial franchise fee is calculated pursuant to the table below:

Number of Territories	Total Population	Initial Franchise Fee	Cumulative Franchise Fee

1	200,000	$49,500	$49,500
2	400,000	$40,000	$89,500
3	600,000	$35,000	$124,500
4	800,000	$30,000	$154,500
5	1,000,000	$30,000	$184,500
6	1,200,000	$30,000	$214,500
7	1,400,000	$30,000	$244,500
8	1,600,000	$30,000	$274,500
9	1,800,000	$30,000	$304,500
10	2,000,000	$30,000	$334,500

For population between two levels in the above chart, Franchisee shall pay Franchisor $0.25 per person. For example, for two Territories with a total population of 405,000, the Initial Franchise Fee would be $90,750.

4.2 Royalty Fee. Throughout the term of this Franchise Agreement, Franchisee shall pay Franchisor a monthly royalty fee (the "Royalty Fee") equal to eight percent (8%) of Gross Sales. Beginning in the third (3rd) month after Franchisee receives its first Smash Truck, the Royalty Fee of eight percent (8%) of Franchisee's Gross Sales shall be subject to a minimum monthly amount based on the number of Territories Franchisee has purchased, which number is stated on the Summary Page of this Franchise Agreement. The Royalty Fee for any given month is due on the fifth (5th) day of the following month. The minimum monthly Royalty Fee is stated in the table below:

	Months after Franchisee Receives First Smash Truck					
Territories Purchased	Months 3-5	Months 6-12	Months 13-24	Months 25-36	Months 37-48	Months 49-120
1	$1,500	$2,600	$2,600	$2,600	$2,600	$2,600
2	$1,500	$2,600	$5,120	$5,120	$5,120	$5,120
3	$1,500	$2,600	$5,120	$7,800	$7,800	$7,800
4	$1,500	$2,600	$5,120	$7,800	$10,400	$10,400
5	$1,500	$2,600	$5,120	$7,800	$10,400	$13,000
6	$3,000	$5,120	$7,800	$10,400	$13,000	$15,600
7	$3,000	$5,120	$7,800	$13,000	$15,600	$18,200
8	$3,000	$5,120	$10,400	$15,600	$18,200	$20,800
9	$3,000	$5,120	$10,400	$15,600	$20,800	$20,800

10	$3,000	$5,120	$10,400	$15,600	$20,800	$26,000

4.3 Brand Fund Contribution.

(a) Brand Fund Contribution. Franchisee shall pay Franchisor a contribution to the Brand Fund (the "Brand Fund Contribution") equal to 1% of Franchisee's Gross Sales (or such lesser amount as Franchisor determines), at the same time as the Royalty Fee.

(b) Market Cooperative Contribution. If the Business participates in a Market Cooperative, then Franchisee shall contribute to the Market Cooperative a percentage of Gross Sales (or other amount) determined by the Market Cooperative.

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

4.5 Third Party Vendors. If Franchisor requires Franchisee to use a designated third-party vendor, Franchisor has the right (but not the obligation) to collect payment on behalf of the vendor and remit the payment to the vendor. If Franchisor does so, it may impose a reasonable markup or charge for administering the payment program.

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

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

4.8 Payment Terms.

(a) Method of Payment. Franchisee shall pay the Royalty Fee, Brand Fund Contribution, and any other amounts owed to Franchisor by pre-authorized bank draft or in such other manner as Franchisor may require.

(b) Calculation of Fees. Franchisee shall report monthly Gross Sales to Franchisor by the 5th day of the following month. If Franchisee fails to report monthly Gross Sales, then Franchisor may withdraw estimated Royalty Fees and Brand Fund Contributions equal to 125% of the last Gross Sales reported to Franchisor, and the parties will true-up the actual fees after Franchisee reports Gross Sales. Franchisee acknowledges that Franchisor has the right to remotely access Franchisee's point-of-sale system to calculate Gross Sales.

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

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

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

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

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

4.9 Minimum Smash Trucks. Franchisee agrees to purchase from Franchisor or Franchisor's affiliate, and sign any applicable purchase and sale agreements for, one (1) Smash Truck for each territory Franchisee purchases from Franchisor, which number of Territories is stated on the Summary Page of this Franchise Agreement. Franchisee must possess and operate such Smash Truck(s) by certain times according to the table below. **Actual delivery of additional Smash Trucks may vary based on production, and it is the sole responsibility of Franchisee to understand such timelines as they apply to the minimums below.** Franchisee must pay a deposit to Franchisor or Franchisor's affiliate at least six (6) months before Franchisee is required to have each corresponding Smash Truck in operation. For example, if Franchisee purchases three Territories and is required to have a third Smash Truck in operation in Month 24 after receiving its first Smash Truck, then Franchisee must pay a deposit and order its third Smash Truck by Month 18 after receiving its first Smash Truck. If Franchisee purchases four, five, six, or seven Territories, Franchisee must order two (2) Smash Trucks within thirty (30) days of signing this Franchise Agreement and must operate with two (2) Smash Trucks immediately upon receiving them. If Franchisee purchases eight, nine, or ten Territories, Franchisee must order three (3) Smash Trucks within thirty (30) days of signing this Franchise Agreement and must operate with three (3) Smash Trucks immediately upon receiving them. In all cases, Franchisee must pay Franchisor or Franchisor's affiliate a deposit for all initially required Smash Trucks within thirty (30) days of signing this Franchise Agreement.

	Months after Franchisee Receives First Smash Truck				
Territories Purchased	Months 1-12	Months 13-24	Months 25-36	Months 37-48	Months 49-120
1	1	1	1	1	1
2	1	2	2	2	2
3	1	2	3	3	3

4	2	3	4	4	4
5	2	3	4	5	5
6	2	3	4	5	6
7	2	3	5	6	7
8	3	5	7	8	8
9	3	5	7	9	9
10	3	6	8	10	10

4.10 Performance Obligations. If Franchisee fails to adhere to its development obligations under Section 4.9 of this Franchise Agreement by not having the required minimum number of Smash Trucks operating at any given point in time during the Term, Franchisee shall have sixty (60) days to cure such default. If Franchisee fails to cure this default, Franchisor shall have the right, in its sole discretion, to reduce Franchisee's Territory to a geographic area proportionate to the number of Smash Trucks Franchisee has in operation. Franchisee acknowledges that any amount of Territory that Franchisee loses could include geographic areas where Franchisee actively operates. Further, in the event of this specific default remaining uncured within the sixty (60) day cure period, Franchisee shall forfeit its rights to operate any additional Smash Trucks beyond those Franchisee already has in operation at the time of default. Franchisee acknowledges that, if Franchisor reduces Franchisee's Territory, Franchisee may lose customers that Franchisee was servicing in certain parts of Franchisee's Territory. Notwithstanding anything contained in this Section, Franchisee's Franchise Fee is non-refundable, even in the event that Franchisor reduces Franchisee's Territory.

ARTICLE 5. ASSISTANCE

5.1 Manual. Franchisor shall make its Manual available to Franchisee.

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

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

5.4 Pre-Opening Assistance.

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

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

(c) Pre-Opening Training. Franchisor shall make available its standard pre-opening training to the Principal Executive and up to 2 other employees, at Franchisor's headquarters and/or at a Smash My Trash business designated by Franchisor. Franchisor shall not charge any fee for this training. Franchisee is responsible for its own travel, lodging, meal, and other out-of-pocket expenses.

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

(e) On-Site Pre-Opening Assistance. Franchisor shall have a representative support Franchisee's business virtually before opening with up to 5 days of pre-selling assistance within Franchisee's territory. This pre-opening assistance shall be performed from Franchisor's headquarters. At Franchisee's request, and subject to availability, Franchisor's representative may bring one (1) Smash Truck with them to assist with pre-selling. If Franchisee requests this, and if Franchisor is able to provide the Smash Truck for pre-selling, Franchisee shall pay Franchisor five hundred dollars ($500) per day (including travel days) for the Smash Truck and two hundred dollars ($200) per day for Franchisor's representative assists with pre-selling with the Smash Truck in Franchisee's territory. Franchisee shall actively participate in pre-selling with Franchisor's representative.

5.5 Post-Opening Assistance.

(a) Advice, Consulting, and Support. If Franchisee requests, Franchisor will provide advice to Franchisee (by telephone or electronic communication) regarding improving and developing Franchisee's business, and resolving operating problems Franchisee encounters, to the extent Franchisor deems reasonable. If Franchisor provides in-person support in response to Franchisee's request, Franchisor may charge its then-current fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support). As of the Effective Date of this Agreement, Franchisor's current fee for in-person support is five-hundred dollars ($500) per day.

(b) Pricing. Franchisor shall establish minimum and maximum pricing for the Franchised Business.

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

(d) Marketing. Franchisor shall manage the Brand Fund.

(e) Internet. Franchisor shall maintain a website for Smash My Trash, which will include Franchisee's location (or territory) and telephone number.

ARTICLE 6. LOCATION, DEVELOPMENT, AND OPENING

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

6.2 Lease. In connection with any lease between Franchisee and the landlord of the Location: (i) if requested by Franchisor, Franchisee must submit the proposed lease to Franchisor for written approval, and (ii) the term of the lease (including renewal terms) must be for a period of not less than the term of this Agreement.

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

6.4 New Franchisee Training. Franchisee's Principal Executive must complete Franchisor's training program for new franchisees. If the Principal Executive (i) fails to complete the initial training program to Franchisor's satisfaction, or (ii) Franchisor concludes, no more than 10 days after the Principal Executive completes the initial training program, that the Principal Executive does not have the ability to satisfactorily operate the Business, then Franchisor may terminate this Agreement. In such event, Franchisor shall refund the initial franchise fee to Franchisee (less any franchise broker fees and other out-of-pocket costs incurred by Franchisor related to Franchisee), subject to Franchisee's prior execution of a general release of liability of Franchisor and its affiliates, in a form prescribed by Franchisor. Franchisee must attend training within ninety (90) days of executing this Franchise Agreement.

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

6.6 Opening Date. Franchisee shall open the Business within six (6) months of signing this Franchise Agreement or within five (5) days of receiving its first Smash Truck, whichever occurs first.

ARTICLE 7. OPERATIONS

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

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

7.3 Products and Services. Franchisee shall offer all products and services, and only those products and services, from time to time prescribed by Franchisor in the Manual or otherwise in writing. Franchisee shall implement any guaranties, warranties, or similar commitments regarding products and/or services that Franchisor may require. Franchisee must purchase all products, services and equipment from Franchisor's approved suppliers, which may be Franchisor or an Affiliate of Franchisor, as designated in the Manual. Franchisor specifically reserves the rights to

rent Smash Trucks to Franchisee and finance the Smash Trucks. If Franchisor exercises this right at any time during the Term of the Franchise Agreement, Franchisee shall comply by either renting its required Smash Trucks from Franchisor and/or financing Franchisee's required Smash Trucks through Franchisor and/or its affiliates.

7.3.1 Initial Smash Truck. Franchisee must purchase or lease one (1) Smash Truck per Territory (200,000 population) and related equipment from Franchisor and/or Franchisor's affiliate upon signing this Franchise Agreement. In any event, even where Franchisee is obtaining financing, Franchisee must order its first Smash Truck within thirty (30) days of signing this Franchise Agreement.

7.4 Prices. Franchisee acknowledges that the System Standards determined by Franchisor may include the minimum, maximum, and/or exact prices that franchisees may charge for products or services sold (except to the extent such authority is limited or prohibited by applicable law).

7.5 Personnel.

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

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

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

(d) Sole Responsibility. Franchisee is solely responsible for the terms and conditions of employment of all of its personnel, including recruiting, hiring, training, scheduling, supervising, compensation, and termination. Franchisee is solely responsible for all actions of its personnel. Franchisee and Franchisor are not joint employers, and no employee of Franchisee will be an agent or employee of Franchisor.

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

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

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

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

7.10 Payment Systems. Franchisee shall accept payment from customers in any form or manner designated by Franchisor (which may include, for example, cash, specific credit and/or debit cards, gift cards, electronic fund transfer systems, and mobile payment systems). Franchisee shall purchase or lease all equipment and enter into all business relationships necessary to accept payments as required by Franchisor. Franchisee must at all times comply with payment card industry data security standards (PCI-DSS). Franchisee must issue all invoices, process all sales payments, and issue all receipts through our point of sale system. Franchsiee shall not collect cash from or otherwise accept any payments from customers in any other method, unless we approve of such other method in writing.

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

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

7.13 Vehicles. If Franchisee uses one or more vehicles for the Business, Franchisee shall ensure that all vehicles comply with all applicable System Standards, including without limitation required equipment and exterior décor. Franchisee shall keep all vehicles in good repair, clean, and free of dents and other damage, and shall ensure that the vehicles presents a first-class image appropriate to Franchisor's System. Franchisee shall use the vehicle solely for the Business.

7.14 Meetings. The Principal Executive must attend all in-person meetings and remote meetings (such as telephone conference calls) that Franchisor requires. Annually, the Principal Executive must attend the National Annual Meeting and the Regional Annual Meeting. Franchisee shall pay

Franchisor or franchisor's designee no more than $750.00 for the National Annual Meeting, and Franchisee shall additionally be responsible for all travel and lodging costs associated with attending the National Annual Meeting. Franchisee shall pay Franchisor or franchisor's designee no more than $150.00 for the Regional Annual Meeting, and Franchisee shall additionally be responsible for all travel and lodging costs associated with attending the Regional Annual Meeting. The fees referenced in this Section may be increased to account for inflation based on the consumer price index. Franchisee must pay these fees even if a Principal Executive is not able to attend either meeting.

7.15 Insurance.

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

(i) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit;

(ii) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000; and

(iii) Workers Compensation coverage as required by state law.

(b) Franchisee's policies must list Franchisor and its affiliates as an additional insured and the policies must stipulate that Franchisor shall receive a 30-day prior written notice of cancellation. Franchisee shall provide Certificates of Insurance evidencing the required coverage to Franchisor prior to opening and upon annual renewal of the insurance coverage, as well as at any time upon request of Franchisor.

7.16 Suppliers and Landlord. Franchisee shall pay all vendors and suppliers in a timely manner. If Franchisee leases the Location, Franchisee shall comply with its lease for the Location.

7.17 Public Relations. Franchisee shall not make any public statements (including giving interviews or issuing press releases) regarding Smash My Trash, the Business, or any particular incident or occurrence related to the Business, without Franchisor's prior written approval.

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

7.19 No Other Businesses. If Franchisee is an entity, Franchisee shall not own or operate any other business except Smash My Trash businesses.

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

7.21 No Co-Branding. Franchisee shall not "co-brand" or associate any other business activity with the Smash My Trash Business in a manner which is likely to cause the public to perceive it to be related to the Smash My Trash Business.

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

7.23 Identification. Franchisee must identify itself as the independent owner of the Business in the manner prescribed by Franchisor.

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

7.25 Repossession. Franchisee shall not sell, sublease, scrap, donate, barter, or otherwise dispose of any franchise equipment without express consent from Franchisor. Franchisor shall have the first right to repossess or otherwise acquire any equipment used in the operation of Franchisee's Smash My Trash business, including but not limited to Smash Trucks, parts, inventory, tools, and communication devices. Franchisor will compensate Franchisee and/or any lien holders for the repossession by Franchisor of the equipment described herein. Compensation may be Franchisee owes to Franchisor. Franchisor shall have full discretion and rights as it applies to respossesing any of Franchisee's equipment. Franchisor's rights described herein do not release Franchisee from any liens, leases, or financing agreements. Franchisor shall have no obligation to co-sign for any of Franchisee's equipment, and Franchisor will not assume any liabilities whatsoever resulting from Franchisee's failure to make payment on any equipment, including equipment that may have been repossessed or otherwise acquired by Franchisor.

ARTICLE 8. SUPPLIERS AND VENDORS

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

8.2 Alternate Vendor Approval. If Franchisor requires Franchisee to purchase a particular Input only from an Approved Vendor or Required Vendor, and Franchisee desires to purchase the Input from another vendor, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by Franchisor. Franchisor may condition its approval on such criteria as Franchisor deems appropriate, which may include evaluations of the vendor's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Franchisor will provide Franchisee with written notification of the approval or disapproval of any proposed new vendor within 30 days after receipt of Franchisee's request.

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

8.4 Purchasing. Franchisor may implement a centralized purchasing system and negotiate prices and terms with vendors on behalf of the System. Franchisor may receive rebates or payments from vendors in connection with purchases by franchisees. Franchisor may establish a purchasing cooperative and require Franchisee to join and participate in the purchasing cooperative on such terms and conditions as Franchisor may determine.

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

8.6 Product Recalls. If Franchisor or any vendor, supplier, or manufacturer of an item used or sold in Franchisee's Business issues a recall of such item or otherwise notifies Franchisee that such item is defective or dangerous, Franchisee shall immediately cease using or selling such item, and Franchisee shall at its own expense comply with all instructions from Franchisor or the vendor, supplier, or manufacturer of such item with respect to the recall, repair, or other remedy of such item.

ARTICLE 9. MARKETING

9.1 Implementation. Franchisee shall not use any marketing materials or campaigns (including point-of-sale materials, advertising, social media marketing, and sponsorships) that have not been approved by Franchisor. Franchisee shall implement any marketing plans or campaigns determined by Franchisor.

9.2 Use By Franchisor. Franchisor may use any marketing materials or campaigns developed by or on behalf of Franchisee, and Franchisee hereby grants an unlimited, royalty-free license to Franchisor for such purpose.

9.3 Brand Fund. Franchisor has established a Brand Fund, and:

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

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

mailing; and administrative and overhead expenses related to the Brand Fund (including the compensation of Franchisor's employees working on marketing and for accounting, bookkeeping, reporting, legal and other expenses related to the Brand Fund).

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

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

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

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

(a) Governance. Each Market Cooperative will be organized and governed in a form and manner, and shall commence operations on a date, determined by Franchisor. Franchisor may require the Market Cooperative to adopt bylaws or regulations prepared by Franchisor. Unless otherwise specified by Franchisor, the activities carried on by each Market Cooperative shall be decided by a majority vote of its members. Franchisor will be entitled to attend and participate in any meeting of a Market Cooperative. Any Smash My Trash business owned by Franchisor in the Market Cooperative shall have the same voting rights as those owned by its franchisees. Each Business owner will be entitled to cast one vote for each Business owned, provided, however, that a franchisee shall not be entitled to vote if it is in default under its franchise agreement. If the members of a Market Cooperative are unable or fail to determine the manner in which Market Cooperative monies will be spent, Franchisor may assume this decision-making authority after 10 days' notice to the members of the Market Cooperative.

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

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

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

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

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

(g) Fees. Once a cooperative is formed, the Marketing Cooperative Contribution shall not be less than one percent (1%) of Gross Sales.

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

9.6 Internet Marketing. Franchisor has the exclusive right to conduct and manage all marketing and commerce on the internet or other electronic medium, including all websites and "social media" marketing. Franchisee shall not conduct such marketing or commerce, nor establish any website or social media presence independently, except as Franchisor may specify, and only with Franchisor's consent. Franchisor retains the right to approve any linking to or other use of Franchisor's website. Franchisee must comply with any internet, online commerce and/or social media policy that Franchisor may prescribe.

ARTICLE 10. RECORDS AND REPORTS

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

10.2 Reports.

(a) Financial Reports. Franchisee shall provide such periodic financial reports as Franchisor may require in the Manual or otherwise in writing, including:

(i) a quarterly profit and loss statement and balance sheet for the Business within 30 days after the end of each fiscal quarter of Franchisor's fiscal year;

(ii) an annual financial statement (including profit and loss statement, cash flow statement, and balance sheet) for the Business within 90 days after the end of Franchisor's fiscal year; and

(iii) any information Franchisor requests in order to prepare a financial performance representation for Franchisor's franchise disclosure document.

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

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

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

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

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

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

ARTICLE 11. FRANCHISOR RIGHTS

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

11.2 Business Evaluation. Franchisor may accompany Franchisee or its personnel on any services performed for a customer to conduct an evaluation. If the Location will be open to the public or used for meeting customers or potential customers, Franchisor may enter the premises of the Business from time to time during normal business hours and conduct an evaluation.

Franchisee shall cooperate with Franchisor's evaluators. The evaluation may include, but is not limited to, observing operations, conducting a physical inventory, evaluating physical conditions, monitoring sales activity, speaking with employees and customers, and removing samples of products, supplies and materials. Franchisor may videotape and/or take photographs of the evaluation. Without limiting Franchisor's other rights under this Agreement, Franchisee will, as soon as reasonably practical, correct any deficiencies noted during an evaluation. If Franchisor conducts an evaluation because of a governmental report, customer complaint or other customer feedback, or a default or non-compliance with any System Standard by Franchisee (including following up a previous failed evaluation), then Franchisor may charge all out-of-pocket expenses plus its then-current evaluation fee to Franchisee.

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

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

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

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

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

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

11.9 System Variations. Franchisor may vary or waive any System Standard for any one or more Smash My Trash franchises due to the peculiarities of the particular site or circumstances,

density of population, business potential, population of trade area, existing business practices, applicable laws or regulations, or any other condition relevant to the performance of a franchise or group of franchises. Franchisee is not entitled to the same variation or waiver.

11.10 Temporary Public Safety Closure. If Franchisor discovers or becomes aware of any aspect of the Business which, in Franchisor's opinion, constitutes an imminent danger to the health or safety of any person, then immediately upon Franchisor's order, Franchisee must temporarily cease operations of the Business and remedy the dangerous condition. Franchisor shall have no liability to Franchisee or any other person for action or failure to act with respect to a dangerous condition.

ARTICLE 12. MARKS

12.1 Authorized Marks. Franchisee shall use no trademarks, service marks or logos in connection with the Business other than the Marks. Franchisee shall use all Marks specified by Franchisor, and only in the manner as Franchisor may require. Franchisee has no rights in the Marks other than the right to use them in the operation of the Business in compliance with this Agreement. All use of the Marks by Franchisee and any goodwill associated with the Marks, including any goodwill arising due to Franchisee's operation of the Business, will inure to the exclusive benefit of Franchisor.

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

12.3 Infringement.

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

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

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

ARTICLE 13. COVENANTS

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

otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Franchisee acknowledges that all Confidential Information is owned by Franchisor (except for Confidential Information which Franchisor licenses from another person or entity). This Section will survive the termination or expiration of this Agreement indefinitely.

13.2 Covenants Not to Compete.

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

(b) Restriction – Post Term. For two years after this Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer), no Restricted Party shall directly or indirectly have any ownership interest in, or be engaged or employed by, any Competitor operating in any of Franchisee's Territory or the territory of any other Smash My Trash business operating on the date of termination or transfer, as applicable.

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

13.3 General Manager and Key Employees. If requested by Franchisor, Franchisee will cause its general manager and other key employees to sign Franchisor's then-current form of confidentiality and non-compete agreement.

ARTICLE 14. DEFAULT AND TERMINATION

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

14.2 Termination by Franchisor.

(a) Subject to 10-Day Cure Period. Franchisor may terminate this Agreement if Franchisee does not make any payment to Franchisor when due, or if Franchisee does not have sufficient funds in its account when Franchisor attempts an electronic funds withdrawal, and Franchisee fails to cure such non-payment within 10 days after Franchisor gives notice to Franchisee of such breach.

(b) Subject to 30-Day Cure Period. If Franchisee breaches this Agreement in any manner not described in subsection (a) or (c) and fails to cure such breach to Franchisor's satisfaction within 30 days after Franchisor gives notice to Franchisee of such breach, then Franchisor may terminate this Agreement.

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

(i) Franchisee misrepresented or omitted material facts when applying to be a franchisee, or breaches any representation in this Agreement;

(ii) Franchisee knowingly submits any false report or knowingly provides any other false information to Franchisor;

(iii) a receiver or trustee for the Business or all or substantially all of Franchisee's property is appointed by any court, or Franchisee makes a general assignment for the benefit of Franchisee's creditors or Franchisee makes a written statement to the effect that Franchisee is unable to pay its debts as they become due, or a levy or execution is made against the Business, or an attachment or lien remains on the Business for 30 days unless the attachment or lien is being duly contested in good faith by Franchisee, or a petition in bankruptcy is filed by Franchisee, or such a petition is filed against or consented to by Franchisee and the petition is not dismissed within 45 days, or Franchisee is adjudicated as bankrupt;

(iv) Franchisee fails to open for business by the date specified on the Summary Page;

(v) Franchisee or any Owner commits a material violation of Section 7.2 (compliance with laws) or Section 13.1 (confidentiality), violates Section 13.2 (non-compete) or Article 15 (transfer), or commits any other violation of this Agreement which by its nature cannot be cured;

(vi) Franchisee abandons or ceases operation of the Business for more than 15 consecutive days;

(vii) Franchisee or any Owner slanders or libels Franchisor or any of its employees, directors, or officers;

(viii) Franchisee refuses to cooperate with or permit any audit or evaluation by Franchisor or its agents or contractors, or otherwise fails to comply with Section 10.5 or Section 11.2.

(ix) the Business is operated in a manner which, in Franchisor's reasonable judgment, constitutes a significant danger to the health or safety of any person, and Franchisee fails to cure such danger within 48 hours after becoming aware of the danger (due to notice from Franchisor or otherwise);

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

(xi) Franchisor (or any affiliate) terminates any other agreement with Franchisee (or any affiliate) due to the breach of such other agreement by Franchisee (or its affiliate); or

(xii) Franchisee or any Owner is accused by any governmental authority or third party of any act that in Franchisor's opinion is reasonably likely to materially and unfavorably affect Franchisor's brand, or is charged with, pleads guilty to, or is convicted of a felony.

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

(i) pay all amounts owed to Franchisor based on the operation of the Business through the effective date of termination or expiration;

(ii) return to Franchisor all copies of the Manual, Confidential Information and any and all other materials provided by Franchisor to Franchisee or created by a third party for Franchisee relating to the operation of the Business, and all items containing any Marks, copyrights, and other proprietary items; and delete all Confidential Information and proprietary materials from electronic devices;

(iii) notify the telephone, internet, email, electronic network, directory, and listing entities of the termination or expiration of Franchisee's right to use any numbers, addresses, domain names, locators, directories and listings associated with any of the Marks, and authorize their transfer to Franchisor or any new franchisee as may be directed by Franchisor, and Franchisee hereby irrevocably appoints Franchisor, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest; to execute such directions and authorizations as may be necessary or appropriate to accomplish the foregoing; and

(iv) cease doing business under any of the Marks; and

(v) return Smash My Trash proprietary equipment to Franchisor and cease using any intellectual property associated with Franchise.

14.4 Remove Identification. If Franchisee operates from a Location other than Franchisee's home, then within 30 days after termination or expiration, Franchisee shall at its own expense "de-identify" the Location so that it no longer contains the Marks, signage, or any trade dress of a Smash My Trash business, to the reasonable satisfaction of Franchisor. Franchisee shall comply with any reasonable instructions and procedures of Franchisor for de-identification. If Franchisee fails to do so within 30 days after this Agreement expires or is terminated, Franchisor may enter the Location to remove the Marks and de-identify the Location. In this event, Franchisor will not be charged with trespass nor be accountable or required to pay for any assets removed or altered, or for any damage caused by Franchisor.

14.5 Other Claims. Termination of this Agreement by Franchisor will not affect or discharge any claims, rights, causes of action or remedies (including claims for Franchisor's lost future income after termination), which Franchisor may have against Franchisee, whether arising before or after termination.

14.6 Purchase Option. When this Agreement expires or is terminated, Franchisor will have the right (but not the obligation) to purchase any or all of the assets related to the Business at fair market value. To exercise this option, Franchisor must notify Franchisee no later than 30 days after this Agreement expires or is terminated. If the parties cannot agree on fair market value within 30 days after the exercise notice, the fair market value will be determined by an independent appraiser reasonably acceptable to both parties. The parties will equally share the cost of the appraisal. Franchisor's purchase will be of assets only (free and clear of all liens), and the purchase will not include any liabilities of Franchisee. If Franchisor exercises the purchase option, Franchisor may deduct from the purchase price: (a) all amounts due from Franchisee; (b) Franchisee's portion of the cost of any appraisal conducted hereunder; and (c) amounts which Franchisor paid or will pay to third parties to satisfy indebtedness owed by Franchisee to third parties. If any of the assets are subject to a lien, Franchisor may pay a portion of the purchase price directly to the lienholder to pay off such lien. Franchisor may withhold 25% of the purchase price for 90 days to ensure that all of Franchisee's taxes and other liabilities are paid. Franchisor may assign this purchase option to another party.

ARTICLE 15. TRANSFERS

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

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

(i) Franchisor receives a transfer fee equal to $10,000;

(ii) the proposed assignee and its owners have completed Franchisor's franchise application processes, meet Franchisor's then-applicable standards for new franchisees, and have been approved by Franchisor as franchisees;

(iii) the proposed assignee is not a Competitor;

(iv) the proposed assignee executes Franchisor's then-current form of franchise agreement, which form may contain materially different provisions;

(v) all owners of the proposed assignee provide a guaranty in accordance with Section 2.5;

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

(vii) the proposed assignee and its owners and employees undergo such training as Franchisor may require;

(viii) Franchisee, its Owners, and the transferee and its owners execute a general release of Franchisor in a form satisfactory to Franchisor;

(ix) Franchisee or the proposed transferee reimburses Franchisor upon receipt of Franchisor's invoice for any broker or other placement fees Franchisor incurs as a result of the Transfer; and

(x) the Business fully complies with all of Franchisor's most recent System Standards.

15.3 Transfer for Convenience of Ownership. If Franchisee is an individual, Franchisee may Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership after at least 15 days' notice to Franchisor, if, prior to the Transfer: (1) the transferee provides the information required by Section 2.3; (2) Franchisee provides copies of the entity's charter documents, by-laws (or operating agreement) and similar documents, if requested by Franchisor, (3) Franchisee owns all voting securities of the corporation or limited liability company, and (4) Franchisee provides a guaranty in accordance with Section 2.5. Franchisor may require Franchisee to pay its reasonable costs associated with completing a transfer for convenience of ownership, but Franchisee shall not be required to pay Franchisor the $10,000 transfer fee found in Section 15.2.

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

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

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

15.7 No Lien on Agreement. Franchisee shall not grant a security interest in this Agreement to any person or entity. If Franchisee grants an "all assets" security interest to any lender or other

secured party, Franchisee shall cause the secured party to expressly exempt this Agreement from the security interest.

ARTICLE 16. INDEMNITY

16.1 Indemnity. Franchisee shall indemnify and defend (with counsel reasonably acceptable to Franchisor) Franchisor, its parent entities, subsidiaries and affiliates, and their respective owners, directors, officers, employees, agents, successors and assignees (collectively, "Indemnitees") against all Losses in any Action by or against Franchisor and/or any Indemnitee directly or indirectly related to, or alleged to arise out of, the operation of the Business. Notwithstanding the foregoing, Franchisee shall not be obligated to indemnify an Indemnitee from Actions arising as a result of any Indemnitee's misconduct or negligence. This indemnity will continue in effect after this Agreement ends.

16.2 Assumption by Franchisor. Franchisor may elect to assume the defense and/or settlement of any Action subject to indemnification under Section 16.1, at Franchisee's expense. Such an undertaking shall not diminish Franchisee's obligation to indemnify the Indemnitees.

ARTICLE 17. DISPUTE RESOLUTION

17.1 Arbitration.

(a) Disputes Subject to Arbitration. Except as expressly provided in subsection (c), any controversy or claim arising out of or relating to this Agreement (including its formation) shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. All individual owners of Franchisee shall be subject to arbitration as described herein. Franchisee expressly agrees that any claims Franchisee brings against Franchisor, its members, directors, officers, employees, agents, or representatives shall be exclusively resolved by arbitration as described in this paragraph. If Franchisor prevails on a motion to compel Franchisee's claims to arbitration, Franchisee shall pay Franchisor's attorneys fees, costs, and expenses related to such action. In any arbitration, the arbitrator must have no less than ten (10) years of experience practicing franchise law.

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

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

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

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

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

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

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

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

17.6 Legal Costs. In any legal proceeding (including arbitration) related to this Agreement or any guaranty, Franchisee shall pay Franchisor's attorney fees, costs and other expenses of the legal proceeding if Franchisor prevails upon the central litigated issues and obtains substantial relief.

ARTICLE 18. MISCELLANEOUS

18.1 Relationship of the Parties. The parties are independent contractors, and neither is the agent, partner, joint venturer, or employee of the other. Franchisor is not a fiduciary of Franchisee. Franchisor does not control or have the right to control Franchisee or its Business. Any required specifications and standards in this Agreement and in the System Standards exist to protect Franchisor's interest in the System and the Marks, and the goodwill established in them, and not for the purpose of establishing any control, or duty to take control, over the Business. Franchisor has no liability for Franchisee's obligations to any third party whatsoever.

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

18.3 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and representations. Nothing in this Agreement or in any related

agreement is intended to disclaim the representations made by Franchisor in its franchise disclosure document.

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

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

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

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

18.8 Governing Law. The laws of the State of Indiana (without giving effect to its principles of conflicts of law) govern this Agreement, any Addenda, and all adversarial proceedings between the parties. The parties agree that any Indiana law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 18.8.

18.9 Notices. Any notice will be effective under this Agreement only if made in writing and delivered as set forth in this Section to: (A) if to Franchisee, addressed to Franchisee at the notice address set forth in the Summary Page; and (B) if to Franchisor, addressed to 17437 Carey Road, Suite 164, Westfield, IN 46074. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Notices will be effective upon receipt (or first rejection) and must be: (1) delivered personally; (2) sent by registered or certified U.S. mail with return receipt requested; or (3) sent via overnight courier. Notwithstanding the foregoing, Franchisor may amend the Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication.

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

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

ARTICLE 19. CERTIFICATION OF FRANCHISOR'S COMPLIANCE

By signing this Agreement, Franchisee acknowledges the following:

(1) Franchisee understands all the information in Franchisor's Disclosure Document.

(2) Franchisee understands the success or failure of the Business will depend in large part upon Franchisee's skills, abilities and efforts and those of the persons Franchisee employs, as well as many factors beyond Franchisee's control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, and the marketplace.

(3) That no person acting on Franchisor's behalf made any statement or promise regarding the costs involved in operating a Smash My Trash franchise that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document.

(4) That no person acting on Franchisor's behalf made any claim or representation to Franchisee, orally, visually, or in writing, that contradicted the information in the Disclosure Document.

(5) That no person acting on Franchisor's behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money Franchisee may earn, or the total amount of revenue a Smash My Trash franchise will generate, that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document.

(6) That no person acting on Franchisor's behalf made any statement or promise or agreement, other than those matters addressed in this Agreement, concerning advertising, marketing, media support, market penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Disclosure Document.

(7) Franchisee understands that this Agreement contains the entire agreement between Franchisor and Franchisee concerning the Smash My Trash franchise, which means that any oral or written statements not set out in this Agreement will not be binding. In deciding to enter into this Agreement Franchisee is not relying on any statement, promise, claim, or representation not expressly set forth in this Agreement or in the Disclosure Document.

[Signatures on Following Page]

Agreed to by:

FRANCHISOR:

SMASH FRANCHISE PARTNERS, LLC

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISEE:

[*if an individual:*]

_____

Name: _____ Name: _____
Date: _____ Date: _____

[*if an entity:*]

_____

By: _____
Name: _____
Title: _____
Date: _____

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

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

Attachment 1 to Franchise Agreement

OWNERSHIP INFORMATION

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

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

State: _____

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

Name	Shares or Percentage of Ownership

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

Name	Title

Attachment 2 to Franchise Agreement

GUARANTY AND NON-COMPETE AGREEMENT

This Guaranty and Non-Compete Agreement (this "Guaranty") is executed by the undersigned person(s) (each, a "Guarantor") in favor of Smash Franchise Partners, LLC, An Indiana limited liability company ("Franchisor").

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

Guarantor agrees as follows:

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

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

by Franchisor or its affiliates (except for Confidential Information which Franchisor licenses from another person or entity). Guarantor acknowledges that all customer data generated or obtained by Guarantor is Confidential Information belonging to Franchisor. This Section will survive the termination or expiration of the Franchise Agreement indefinitely.

3. Covenants Not to Compete

(a) Restriction - In Term. During the term of the Franchise Agreement, Guarantor shall not directly or indirectly have any ownership interest in, or be engaged or employed by, any Competitor.

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

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

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

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

[Signatures on Following Page]

Agreed to by:

_____

Name: _____

Address: _____

_____

_____

Date: _____

_____

Name: _____

Address: _____

_____

_____

Date: _____

_____

Name: _____

Address: _____

_____

_____

Date: _____

EXHIBIT C

FORM OF GENERAL RELEASE

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

This General Release ("Release") is executed by the undersigned ("Releasor") in favor of Smash Franchise Partners, LLC, An Indiana limited liability company ("Franchisor").

Background Statement: [*describe circumstances of Release*]

Releasor agrees as follows:

1. Release. Releasor (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, managers, members, partners, agents, and employees (collectively, the "Releasing Parties")) hereby releases Franchisor, its affiliates, and their respective directors, officers, shareholders, employees, and agents (collectively, the "Released Parties") from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature, known or unknown, which any Releasing Party now has or ever had against any Released Party based upon and/or arising out of events that occurred through the date hereof, including without limitation, anything arising out of the Franchise Agreement (collectively, "Claims").

2. Covenant Not to Sue. Releasor (on behalf of all Releasing Parties) covenants not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any Released Party with respect to any Claim.

3. Representations and Acknowledgments. Releasor represents and warrants that: (i) Releasor is the sole owner of all Claims, and that no Releasing Party has assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim; (ii) Releasor has full power and authority to sign this Release; and (iii) this Release has been voluntarily and knowingly signed after Releasor has had the opportunity to consult with counsel of Releasor's choice. Releasor acknowledges that the release in Section 1 is a complete defense to any Claim.

4. Miscellaneous. If any of the provisions of this Release are held invalid for any reason, the remainder of this Release will not be affected and will remain in full force and effect. In the event of any dispute concerning this Release, the dispute resolution, governing law, and venue provisions of the Franchise Agreement shall apply. Releasor agrees to take any actions and sign any documents that Franchisor reasonably requests to effectuate the purposes of this Release. This Release contains the entire agreement of the parties concerning the subject matter hereof. This Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

[Signatures on Following Page]

Agreed to by:

_____

Name: _____

Date: _____

EXHIBIT D

FINANCIAL STATEMENTS

SMASH FRANCHISE PARTNERS, LLC
(A Limited Liability Company)

FINANCIAL STATEMENTS

YEAR ENDED DECEMBER 31, 2020

SMASH FRANCHISE PARTNERS, LLC
(A Limited Liability Company)
FOR THE YEAR ENDED DECEMBER 31, 2020

Table of Contents

	Page
Independent Auditor's Report	1 - 2
Financial Statements	
Balance sheet	3
Statement of income	4
Statement of changes in member's equity (deficit)	5
Statement of cash flows	6
Notes to financial statements	7 - 17

CITRINCOOPERMAN®
Accountants and Advisors

INDEPENDENT AUDITOR'S REPORT

To the Member
Smash Franchise Partners, LLC

We have audited the accompanying financial statements of Smash Franchise Partners, LLC (a limited liability company) (the "Company"), which comprise the balance sheet as of December 31, 2020, and the related statements of income, changes in member's equity (deficit) and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

CITRIN COOPERMAN & COMPANY, LLP
529 FIFTH AVENUE NEW YORK, NY 10017 | TEL 212.697.1000 | FAX 212.697.1004
AN INDEPENDENT FIRM ASSOCIATED WITH MOORE STEPHENS
CITRINCOOPERMAN.COM

CITRINCOOPERMAN®
Accountants and Advisors

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Smash Franchise Partners, LLC as of December 31, 2020, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Adoption of New Accounting Pronouncement

As discussed in Note 3 to the financial statements, the Company adopted Accounting Standards Update No. 2021-02, *Franchisors - Revenue from Contracts with Customers (Subtopic 952-606)*, on January 1, 2020. The member's deficit as of January 1, 2020, in the accompanying financial statements has been revised to reflect this adoption. Our opinion is not modified with respect to this matter.

COVID-19 - Uncertainty

As discussed in Note 10 to the financial statements, during 2020, the World Health Organization declared COVID-19 to constitute a "Public Health Emergency of International Concern." Given the uncertainty of the situation, the duration of any business disruption and related financial impact cannot be reasonably estimated at this time. Our opinion is not modified with respect to this matter.

CERTIFIED PUBLIC ACCOUNTANTS

New York, New York
May 4, 2021

SMASH FRANCHISE PARTNERS, LLC
(A Limited Liability Company)
BALANCE SHEET
DECEMBER 31, 2020

ASSETS

Current assets:	
Cash	$ 960,267
Accounts receivable	357,168
Equipment deposits	3,433,145
Prepaid expense and other current assets	26,788
Prepaid commissions, current	1,414,182
Total current assets	6,191,550
Property and equipment, net	18,582
Other asset:	
Prepaid commissions - net of current portion	11,895,685
Due from related parties, net	8,105,440
Total other assets	20,001,125
TOTAL ASSETS	$ 26,211,257

LIABILITIES AND MEMBER'S EQUITY

Current liabilities:	
Accounts payable and accrued expenses	$ 431,395
Franchisee equipment deposits	8,286,170
Deferred franchise fees, current	2,594,631
Federal government assistance loan - PPP	41,900
Total current liabilities	11,354,096
Long-term liability:	
Deferred franchise fees - net of current portion	14,105,926
Total liabilities	25,460,022
Commitments and contingencies (Notes 7, 8 and 10)	
Member's equity	751,235
TOTAL LIABILITIES AND MEMBER'S EQUITY	$ 26,211,257

See accompanying notes to financial statements.

SMASH FRANCHISE PARTNERS, LLC
(A Limited Liability Company)
STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2020

Revenues:	
Equipment revenue	$ 14,760,900
Franchise fee revenue	2,126,372
Technology fee revenue	299,271
Royalty revenue	240,783
Brand fund revenue	29,711
Transfer fees	21,500
Total revenues	17,478,537
Cost of sales	9,187,600
Gross profit	8,290,937
Selling, general and administrative expenses	4,747,380
Income from operations	3,543,557
Other income	25,210
NET INCOME	$ 3,568,767

See accompanying notes to financial statements.

SMASH FRANCHISE PARTNERS, LLC
(A Limited Liability Company)
STATEMENT OF CHANGES IN MEMBER'S EQUITY (DEFICIT)
FOR THE YEAR ENDED DECEMBER 31, 2020

Balance - January 1, 2020, as previously reported	$ (956,517)
Cumulative effect of change in accounting principle (Note 3)	(8,034)
Balance - January 1, 2020, as restated	(964,551)
Net income	3,568,767
Member contributions	71,281
Member distributions	(1,924,262)
BALANCE - DECEMBER 31, 2020	$ 751,235

See accompanying notes to financial statements.

SMASH FRANCHISE PARTNERS, LLC
(A Limited Liability Company)
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2020

Cash flows from operating activities:	
Net income	$ 3,568,767
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation	1,786
Changes in assets and liabilities:	
Accounts receivable	(174,353)
Equipment deposits	(2,753,532)
Prepaid expense and other current assets	3,462
Prepaid commissions	(12,294,289)
Accounts payable and accrued expenses	(97,214)
Franchisee equipment deposits	7,013,820
Deferred franchise fees	14,765,225
Due from related parties, net	(7,598,981)
Net cash provided by operating activities	2,434,691
Cash used in investing activities:	
Purchases of property and equipment	(20,368)
Cash flows from financing activities:	
Capital contributions	71,281
Member distributions	(1,924,262)
Federal government assistance loan proceeds - PPP	41,900
Net cash used in financing activities	(1,811,081)
Net increase in cash	603,242
Cash - beginning	357,025
CASH - ENDING	$ 960,267

See accompanying notes to financial statements.

SMASH FRANCHISE PARTNERS, LLC
(A Limited Liability Company)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020

NOTE 1. ORGANIZATION AND NATURE OF OPERATIONS

Smash Franchise Partners, LLC (the "Company"), a wholly-owned subsidiary of SMT Holdings, LLC (the "Parent"), was formed on May 22, 2018 (inception) as an Indiana limited liability company. The Company is engaged in the sale of franchises throughout the United States in accordance with a license agreement dated January 1, 2019, between the Company and Smash My Trash, LLC (the "Licensor"), an entity related to the Company by common ownership. Pursuant to the Company's standard franchise agreement, franchisees will operate businesses known as "Smash My Trash," a waste compaction service.

The Company is a limited liability company, and therefore the member is not liable for the debts, obligations or other liabilities of the Company, whether arising in contract, tort or otherwise, unless the Parent has signed a specific guarantee.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Use of estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the Company's financial statements, and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Revenue and cost recognition

The Company adopted Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") *Revenue from Contracts with Customers* ("Topic 606") on January 1, 2019. Additionally, during 2020, the Company elected to early adopt FASB Accounting Standards Update ("ASU") No. 2021-02, *Franchisors - Revenue from Contracts with Customers* (Subtopic 952-606) ("ASU 2021-02"), which is presented using the full retrospective method in the accompanying financial statements.

The Company derives its revenues from franchise fee revenue, royalty revenue, equipment revenue, technology fee revenue, brand fund revenue, and other equipment revenue.

Franchise fees and royalties

Contract consideration from franchisees primarily consists of initial or renewal franchise fees, sales-based royalties, sales-based brand fund fees and transfer fees payable by a franchisee for the transfer of its franchise unit to another franchisee. The Company also offers the opportunity to purchase multiple territories as addendums to the underlying franchise agreement for an additional fee. The initial franchise fees and additional territory fees are nonrefundable and collected when the underlying franchise agreement and related addendum are signed by the franchisee. Sales-based royalties and sales-brand fund fees are payable monthly. Renewal and transfer fees are payable when an existing franchisee renews the franchise agreement for an additional term or when a transfer to a third party occurs, respectively.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue and cost recognition (continued)

Franchise fees and royalties (continued)

The Company's primary performance obligations under the franchise agreement include the granting of certain rights to access the Company's intellectual property in addition to a variety of activities relating to the opening of a franchise unit. Those costs would include training and other such activities commonly referred to collectively as "pre-opening activities." Pre-opening activities consistent with those under ASU 2021-02 are recognized as a single performance obligation. For all other pre-opening activities, if any, the Company will determine if a certain portion of those pre-opening activities provided is not brand specific and provides the franchisee with relevant general business information that is separate from the operation of a company-branded franchise unit. The portion of pre-opening activities, if any, that is not brand specific will be deemed to be distinct as it provides a benefit to the franchisee and is not highly interrelated to the use of the Company's intellectual property and therefore accounted for as a separate performance obligation. All other pre-opening activities will be determined to be highly interrelated to the use of the Company's intellectual property and therefore accounted for as a component of a single performance obligation which is satisfied along with granting of certain rights to use the Company's intellectual property over the term of each franchise agreement.

The Company estimates the stand-alone selling price of pre-opening activities using an adjusted market assessment approach. The Company first allocates the initial franchise fees, additional territory fees, and the fixed consideration under the franchise agreement to the stand-alone selling price of the pre-opening activities and the residual, if any, to the right to access the Company's intellectual property. Consideration allocated to pre-opening activities, other than those included under ASU 2021-02, which are not brand specific are recognized when those performance obligations are satisfied. Consideration allocated to pre-opening activities included under ASU 2021-02 is recognized when those performance obligations are satisfied.

Initial and renewal franchise fees allocated to the right to access the Company's intellectual property are recognized as revenue on a straight-line basis over the term of the respective franchise agreement.

Royalties are earned as a percentage of franchisee gross sales ("sales-based royalties") over the term of the franchise agreement, as defined in each respective franchise agreement. Franchise royalties which represent sales-based royalties that are related entirely to the use of the Company's intellectual property are recognized as franchisee sales occur and the royalty is deemed collectible.

Brand fund

The Company maintains a brand fund established to collect and administer funds contributed for use in advertising and promotional programs for franchise units. Brand fund fees are collected from franchisees based on a percentage of franchisee gross sales. The Company also has reserved the right to designate any geographical area in which franchisees are operating for purposes of establishing a regional advertising cooperative ("Cooperative"). If the Cooperative is established, franchisees will contribute at least 1% of their gross sales as further defined in the franchise agreement to the Cooperative. As

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue and cost recognition (continued)

Brand fund (continued)
of December 31, 2020, the Company has not yet established a Cooperative. The Company has determined that it acts as a principal in the collection and administration of the brand fund and therefore recognizes the revenues and expenses related to the brand fund on a gross basis. The Company has determined that the right to access its intellectual property and administration of the brand fund are highly interrelated and therefore are accounted for as a single performance obligation. As a result, revenues from the brand fund represent sales-based royalties related to the right to access the Company's intellectual property, which are recognized as franchisee sales occur.

When brand fund fees exceed the related brand fund expenses in a reporting period, advertising costs are accrued up to the amount of brand fund revenues recognized.

Equipment revenue
Revenues from the sale of proprietary equipment are recognized when control of the promised good is transferred to the franchisee upon delivery. The Company has elected to treat shipping and handling as fulfillment activities and not a separate performance obligation at the point of sale or at the time of delivery, which is when transfer of control to the franchisee occurs and the related revenue is recognized. Deposits received for the purchase of equipment from franchisees prior to delivery are recorded as "Franchisee equipment deposits" in the accompanying balance sheet. Shipping costs are included in "Cost of sales" in the accompanying statement of income and amounted to $339,270 for the year ended December 31, 2020.

Provisions for customer volume discounts, product returns, rebates and allowances are variable considerations and are estimated and recorded as a reduction of revenue in the same period the related product revenue is recorded. There were no such provisions at December 31, 2020.

Other revenues
The Company recognizes revenues from other fees and other services provided to the franchisees as a single performance obligation., when the services are rendered.

Incremental costs of obtaining a contract
The Company capitalizes direct and incremental costs, principally consisting of commissions, associated with the sale of franchises and amortizes them over the term of the franchise agreement.

Equipment deposits
The Company purchases proprietary equipment from a related party through common ownership. The Company is charged in full for the cost to manufacture, assemble and ship the machine to the franchisee when the purchase order is initiated. All costs are recorded as cost of goods sold upon delivery of the equipment to the franchisee. Deposits paid on equipment purchases not yet delivered are recorded as "Equipment deposits" in the accompanying balance sheet.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts receivable

Accounts receivable are stated at the amount the Company expects to collect. The Company maintains allowances for doubtful accounts for estimated losses resulting from the inability of some of its franchisees to make required payments. Management considers the following factors when determining the collectibility of specific franchisee accounts: franchisee creditworthiness, past transaction history with the franchisee, and current economic industry trends. If the financial conditions of the Company's franchisees were to deteriorate, adversely affecting their ability to make payments, additional allowances would be required. Based on management's assessment, the Company provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Company has made reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The Company had no allowances for doubtful accounts at December 31, 2020.

Property and equipment

Property and equipment are carried at cost, less accumulated depreciation and amortization. Expenditures for maintenance and repairs are expensed as incurred, while renewals and betterments that materially extend the life of an asset are capitalized. The costs of assets sold, retired, or otherwise disposed of, and the related accumulated depreciation and amortization are eliminated from the accounts, and any resulting gain or loss is recognized.

Depreciation is provided for using the straight-line method over the estimated useful lives of the assets, which are as follows:

Office Equipment	7 years
Computer Equipment	5 years

Impairment of long-lived assets

The Company assesses the recoverability of long-lived assets held and used whenever events or changes in circumstances indicate that future cash flows (undiscounted and without interest charges) expected to be generated by an asset's disposition or use may not be sufficient to support its carrying amount. If such undiscounted cash flows are not sufficient to support the recorded value of assets, an impairment loss is recognized to reduce the carrying value of long-lived assets to their estimated fair values. There were no indicators of impairment, and accordingly, no impairment charges were required for the year ended December 31, 2020.

Income taxes

The Company is treated as a single-member limited liability company and therefore a disregarded entity for income tax purposes. The Company's assets and liabilities are combined with and included in the income tax return of the Parent. Accordingly, the accompanying financial statements do not include a provision or liability for federal or state income taxes.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income taxes (continued)
The Company recognizes and measures its unrecognized tax benefits in accordance with FASB ASC 740, *Income Taxes*. Under that guidance, management assesses the likelihood that tax positions will be sustained upon examination based on the facts, circumstances and information, including the technical merits of those positions, available at the end of each period. The measurement of unrecognized tax benefits is adjusted when new information is available or when an event occurs that requires a change.

The Parent will file income tax returns in the U.S. federal jurisdiction and in various state jurisdictions.

Advertising
Advertising costs are expensed as incurred and amounted to $89,769 for the year ended December 31, 2020.

Franchised outlets
The following data reflects the status of the Company's franchises as of December 31, 2020:

Franchises sold	116
Franchises purchased	-
Franchised outlets in operation	67
Franchisor owned outlets in operation	-

Recently issued but not yet effective accounting pronouncements
In February 2016, FASB issued ASU No. 2016-02, *Leases* ("ASU 2016-02"), which among other items, requires an entity to recognize lease assets and lease liabilities in the Company's balance sheet and to disclose key information about leasing transactions. In June 2020, FASB issued ASU No. 2020-05, which defers the effective date for annual reporting periods beginning after December 15, 2021. The Company is evaluating the effect that ASU 2016-02 will have on its financial statements and related disclosures.

Subsequent events
In accordance with FASB ASC 855, *Subsequent Events*, the Company has evaluated subsequent events through May 4, 2021, the date on which these financial statements were available to be issued. There were no material subsequent events that required recognition or additional disclosure in these financial statements.

NOTE 3. RECENTLY ADOPTED ACCOUNTING STANDARDS

In January 2021, FASB issued ASU 2021-02, which permits franchisors, that are not public business entities, to elect a practical expedient to account for pre-opening services provided to its franchisees as distinct from the franchise license if the pre-opening services are consistent with those included in ASU 2021-02. This accounting policy election would recognize, when satisfied, all those pre-opening services as a single performance obligation. This standard is effective in interim and annual periods beginning after December 15, 2020, with early adoption permitted. The standard requires a full retrospective transition to the date ASC 606 was adopted.

NOTE 3. RECENTLY ADOPTED ACCOUNTING STANDARDS (CONTINUED)

The Company elected to early adopt the practical expedient effective January 1, 2020, using the full retrospective transition method. The cumulative effect of adopting the practical expedient resulted in an increase to previously reported member's equity of $8,034 at January 1, 2020. The adjustment resulted from the change in recognition of franchise fees previously recognized under the initial adoption of ASC 606 as of January 1, 2019.

NOTE 4. CONCENTRATION OF CREDIT RISK

Cash

The Company places its cash, which may at times be in excess of Federal Deposit Insurance Corporation insurance limits, with a major financial institution. Management believes that this policy will limit the Company's exposure to credit risk.

Accounts receivable

Concentration of credit risk with respect to receivables is limited due to the large number of franchisees in the Company's customer base and their geographic dispersion. The Company provides an allowance for doubtful accounts equal to the estimated collection losses based on historical experience coupled with a review of the current status of existing receivables.

NOTE 5. REVENUES AND RELATED CONTRACT BALANCES

In May 2014, FASB issued Topic 606, with several clarifying updates issued subsequently. In conjunction with Topic 606, a new subtopic, ASC 340-40, *Other Assets and Deferred Costs – Contracts with Customers*, was also issued. The updated standard replaces most existing revenue recognition and certain cost standards under U.S. GAAP, including industry-specific standards. Collectively, Topic 606 and Subtopic 340-40 are referred to as "ASC 606." ASC 606 requires an entity to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services.

Disaggregated revenues

The Company derives its revenues from franchisees located throughout the United States. The economic risks of the Company's revenues are dependent on the strength of the economy in the United States, and the Company's ability to collect on its contracts. The Company disaggregates revenue from contracts with customers by timing of revenue recognition by type of revenue, as it believes this best depicts how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic factors.

NOTE 5. REVENUES AND RELATED CONTRACT BALANCES (CONTINUED)

Revenues by timing of recognition were as follows:

Point in time:	
Equipment revenues	$ 14,760,900
Franchise fees	444,048
Technology fee revenue	299,271
Royalty revenue	240,783
Brand fund revenue	29,711
Transfer fees	21,500
Total point in time	15,796,213
Over time:	
Franchise fees	1,682,324
Total revenues	$ 17,478,537

Contract balances

Contract liabilities are comprised of unamortized initial franchise fees received from franchisees, which are presented as "Deferred franchise fees" on the accompanying balance sheet. A summary of significant changes in deferred revenues during the year ended December 31, 2020, is as follows:

Deferred franchise revenues - beginning of year - as previously reported	$ 1,927,297
Adoption of ASU 2021-02 (Note 3)	8,034
Deferred franchise revenues - beginning of year	1,935,331
Revenue recognized during the year	(2,126,372)
Additions for initial franchise fees received	16,891,598
Deferred franchise fees - end of year	$ 16,700,557

NOTE 5. REVENUES AND RELATED CONTRACT BALANCES (CONTINUED)

Contract balances (continued)

Deferred franchise fee revenues are expected to be recognized as revenue over the remaining term of the associated franchise agreements as follows:

Year ending December 31:	Amount
2021	$ 2,594,631
2022	1,684,812
2023	1,684,812
2024	1,684,812
2025	1,684,812
Thereafter	7,366,678
Total	$ 16,700,557

Deferred franchise fees consisted of the following at December 31, 2020:

Franchise units not yet opened	$ 9,496,607
Opened franchise units	7,203,950
Total	$ 16,700,557

The direct and incremental costs, principally consisting of commissions, are included in "Prepaid commissions" in the accompanying balance sheet, over the remaining term of the associated franchise agreements at December 31, 2020, are as follows:

Year ending December 31:	Amount
2021	$ 1,414,182
2022	1,414,182
2023	1,414,182
2024	1,414,182
2025	1,414,182
Thereafter	6,238,957
Total	$ 13,309,867

NOTE 6. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following at December 31, 2020:

Computers	$ 20,368
Less: accumulated depreciation	1,786
Property and equipment, net	$ 18,582

Depreciation expense amounted to $1,786 for the year ended December 31, 2020.

NOTE 7. COMMITMENTS AND CONTINGENCIES

Lease agreement

The Company leases an office space that is operated under a noncancelable operating lease that expires on December 31, 2021. Rental expense was $76,990 for the year ended December 31, 2020.

Future commitments for the next year as of December 31, 2020, are as follows:

Year ending December 31:	Amount
2021	$ 77,000

Litigation

The Company is, from time to time, involved in ordinary and routine litigation. Management presently believes that the ultimate outcome of these proceedings, individually or in the aggregate, will not have a material adverse effect on the Company's financial position. Nevertheless, litigation is subject to inherent uncertainties, and unfavorable rulings could occur. An unfavorable ruling could include money damages and, in such event, could result in a material adverse impact on the Company's financial position.

NOTE 8. RELATED-PARTY TRANSACTIONS

License agreement

On January 1, 2019, the Company entered into a 30-year non-exclusive, royalty-free license agreement with the Licensor for the use of the trademark "Smash My Trash" (the "license agreement"), which will automatically renew for an additional 30-year term after the initial 30-year term, unless the Company terminates the license agreement with a written notice. Pursuant to the license agreement, the Company has acquired the right to sell and operate Smash My Trash franchises and collect franchise fees, royalties and other fees from franchisees.

Due from related parties

In the ordinary course of business, the Company periodically advances funds to and receives funds from entities affiliated through common ownership. No interest is charged on these advances. Advances to and from affiliates are unsecured and have no specific repayment terms. Management does not expect such balances to be settled within the next 12 months of the balance sheet date. At December 31, 2020, the balance due from affiliates amounted to $9,077,194 and is included in "Due from related parties, net" in the accompanying balance sheet.

Equipment purchases

The Company purchases proprietary equipment from related parties through common ownership. Expenses related to these transactions for the purchases of the equipment amounted to $9,187,600 and are included in "Cost of sales" in the accompanying statement of income. Amounts owed to related parties for equipment purchases amounted to $971,754 as of December 31, 2020, and is included in "Due from related parties, net" in the accompanying balance sheet. Amounts paid in advance for the purchase of equipment not yet delivered amounted to $3,433,145 and is included in "Equipment deposits" in the accompanying balance sheet.

NOTE 9. BRAND DEVELOPMENT FUND

In accordance with the Company's standard franchise agreement, the Company has the right to charge its franchisees a brand fee of up to 1% of gross revenues. The brand fund is to be utilized for the benefit of the franchisees, with a portion designated to offset the Company's administrative costs for its fund administration. Pursuant to the standard franchise agreement, the Company is not required to segregate and restrict monies collected on behalf of the brand fund. As of December 31, 2020, the Company collected $29,711 and spent all funds on franchise related advertising for the year ended December 31, 2020.

NOTE 10. CORONAVIRUS (COVID-19) PANDEMIC

COVID-19 Pandemic

During 2020, the World Health Organization declared COVID-19 to constitute a "Public Health Emergency of International Concern." Disruptions to business operations have occurred as a result of quarantines of employees, franchisees and customers that have been materially and adversely affected by the outbreak. Given the uncertainty of the situation, the duration of the business disruption and related financial impact cannot be reasonably estimated at this time.

Paycheck Protection Program

On May 6, 2020, the Company received loan proceeds of $41,900 under the Paycheck Protection Program (the "PPP"). The PPP, which was established as part of the Coronavirus Aid, Relief and Economic Security Act (the "CARES Act"), which provides loans to qualifying businesses for amounts up to 2.5 times of the average monthly payroll expenses for the qualifying business. The loan and accrued interest, or a portion thereof, may be forgiven after 24 weeks so long as the borrower uses the loan proceeds for eligible expenses including payroll, benefits, rent, mortgage interest and utilities, and maintains its payroll levels. At least 60% of the loan proceeds must be spent on payroll costs, as defined by the PPP.

The PPP loan matures two years from the date of the first disbursement of proceeds to the Company (the "PPP Loan Date") and accrues interest at a fixed rate of 1%. Payments are deferred for at least the first 10 months and are payable in equal consecutive monthly installments of principal and interest commencing upon expiration of the deferral of the PPP Loan Date.

The Company currently intends to use the proceeds for purposes consistent with the PPP, however, there can be no assurances that it will ultimately meet the conditions for forgiveness of the loan or that the Company will not take actions that could cause it to be ineligible for forgiveness of the loan, in whole or in part.

U.S. GAAP does not contain authoritative accounting standards for forgivable loans provided by governmental entities to a for-profit entity. Absent authoritative accounting standards, interpretative guidance issued and commonly applied by financial statement preparers allow for the selection of accounting policies amongst acceptable alternatives. Based on the facts and circumstances, the Company has determined it most appropriate to account for the PPP loan proceeds under the debt model. Under the debt model, the Company recognizes the proceeds received as debt, recognizes periodic interest expense in the period in which the interest accrues at the stated interest rate and defers

NOTE 10. CORONAVIRUS (COVID-19) PANDEMIC (CONTINUED)

Paycheck Protection Program (continued)

recognition of any potential forgiveness of the loan principal or interest until the period in which the Company has been legally released from its obligation by the lender. The Company deemed the debt model to be the most appropriate accounting policy for this arrangement as the underlying PPP loan is a legal form of debt and there are significant contingencies outside of the control of the Company, mainly related to the third-party approval process for forgiveness.

The Company believes it has used the proceeds for purposes consistent with the PPP; however, there can be no assurance that the Company will ultimately meet the conditions for forgiveness of the loan or that it will not take action for forgiveness.

In April 2021, the Company applied for full PPP loan forgiveness from the Small Business Administration (the "SBA"). However, there can be no assurance given that the Company will obtain forgiveness of the PPP loan in whole or in part. In order to apply for the PPP loan, the Company certified that, among other things, the current economic uncertainty made the PPP loan request necessary to support its ongoing operations. In addition, PPP loans under the CARES Act may be subject to certain rules, regulations and procedures applicable to the SBA's Loan Program, which includes PPP loans under the CARES Act. The interpretation and applicability of these rules, regulations and procedures are unclear, as some of them have not been referenced in the CARES Act itself or in the guidance and interpretations issued by the SBA to date. If it is determined that the Company was not eligible to receive the PPP loan, or that the Company has not adequately complied with the rules, regulations and procedures applicable to the SBA's Loan Program, the Company could be subject to penalties and could be required to repay the PPP loan in its entirety.

SMASH FRANCHISE PARTNERS, LLC

FINANCIAL REPORT

AS OF DECEMBER 31, 2019

SMASH FRANCHISE PARTNERS, LLC

TABLE OF CONTENTS

	Page
Independent Auditor's Report	3
Balance Sheets	4
Statements of Operations	5
Statements of Changes in Member's (Deficit)	6
Statements of Cash Flows	7
Notes to Financial Statements	8

REESE
CPA LLC

Independent Auditor's Report

To the Member
Smash Franchise Partners, LLC
Westfield, Indiana

We have audited the accompanying balance sheets of Smash Franchise Partners, LLC as of December 31, 2019 and the related statements of operations, member's (deficit) and cash flows for the year ended December 31, 2019 and the related notes to financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Smash Franchise Partners, LLC as of December 31, 2019 and the results of their operations and their cash flows for the year ended December 31, 2019 in accordance with accounting principles generally accepted in the United States of America.

Prior Period Financial Statements

The financial statements for Smash Franchise Partners, LLC. as of December 31, 2018 were audited by other auditors whose report dated April 4, 2019 expressed an unmodified opinion on those statements.

Reese CPA LLC

Thornton, Colorado
April 25, 2020

15953 Fillmore Street • Thornton, CO 80602
Office: (303) 999-6485 • Fax (303) 28-5041

SMASH FRANCHISE PARTNERS, LLC
BALANCE SHEETS

	DECEMBER 31,	
	2019	**2018**
ASSETS:		
CURRENT ASSETS		
Cash and equivalents	$ 357,025	$ 5,000
Accounts receivable, net of allowance for doubtful accounts of $0	182,815	-
Equipment held for sale	679,613	-
Prepaid expense	30,250	-
TOTAL CURRENT ASSETS	1,249,703	5,000
NON-CURRENT ASSETS		
Deferred franchise sale commissions	1,015,578	-
Due from related parties	506,459	-
TOTAL ASSETS	$ 2,771,740	$ 5,000
LIABILITIES AND MEMBER'S (DEFICIT):		
CURRENT LIABILITIES		
Accounts payable	$ 189,153	$ -
Accrued liabilities	339,457	-
Franchisee equipment deposits	1,272,350	-
Due to related party	-	49,931
TOTAL CURRENT LIABILITIES	1,800,960	49,931
NON-CURRENT LIABILITIES		
Deferred franchise sales	1,927,297	-
TOTAL LIABILITIES	3,728,257	49,931
MEMBER'S (DEFICIT)	(956,517)	(44,931)
TOTAL LIABILITIES AND MEMBER'S (DEFICIT)	$ 2,771,740	$ 5,000

The accompanying notes are an integral part of these financial statements.

SMASH FRANCHISE PARTNERS, LLC
STATEMENTS OF OPERATIONS

	FOR THE YEAR ENDED DECEMBER 31, 2019	FOR THE PERIOD FROM MAY 22, 2018 (INCEPTION) THROUGH DECEMBER 31, 2018
REVENUES		
Franchise sales	$ 60,000	$ -
Equipment sales	371,300	-
Royalty revenue	1,185	-
Other revenue	9,553	-
TOTAL REVENUES	442,038	-
COST OF GOODS SOLD	315,576	-
GROSS PROFIT	126,462	-
OPERATING EXPENSES		
Franchise-related costs	342,638	7,606
Payroll and related costs	189,834	-
Advertising and promotion	14,344	-
General and administrative	86,055	-
Professional fees	72,126	37,325
TOTAL OPERATING EXPENSES	704,997	44,931
OPERATING LOSS	(578,535)	(44,931)
OTHER INCOME	-	-
NET LOSS	$ (578,535)	$ (44,931)

The accompanying notes are an integral part of these financial statements.

SMASH FRANCHISE PARTNERS, LLC
STATEMENTS OF CHANGES IN MEMBER'S (DEFICIT)
FOR THE YEAR ENDED DECEMBER 31, 2019 AND
FOR PERIOD FROM MAY 22, 2018 (INCEPTION) THROUGH DECEMBER 31, 2018

	Member Contributions	Member Distributions	Accumulated (Deficit)	Total Member's (Deficit)
BALANCE, MAY 22, 2018	$ -	$ -	$ -	$ -
Net loss	-	-	(44,931)	(44,931)
BALANCE, DECEMBER 31, 2018	-	-	(44,931)	(44,931)
Member distributions	-	(333,051)	-	(333,051)
Net loss	-	-	(578,535)	(578,535)
BALANCE, DECEMBER 31, 2019	$ -	$ (333,051)	$ (623,466)	$ (956,517)

The accompanying notes are an integral part of these financial statements.

SMASH FRANCHISE PARTNERS, LLC
STATEMENTS OF CASH FLOWS

	FOR THE YEAR ENDED DECEMBER 31, 2019	FOR THE PERIOD FROM MAY 22, 2018 (INCEPTION) THROUGH DECEMBER 31, 2018
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	$ (578,535)	$ (44,931)
Adjustments to reconcile net income to net cash provided by operating activities:		
Change in assets and liabilities		
Accounts receivable	(182,815)	-
Prepaid expenses	(30,250)	-
Deferred franchise sale commissions	(1,015,578)	-
Equipment held for sale	(679,613)	
Due from affiliates	(506,459)	-
Accounts payable	189,153	-
Accrued liabilities	339,457	-
Due to affiliate	(49,931)	49,931
Franchisee equipment deposits	1,272,350	
Deferred franchise sales	1,927,297	-
Net cash provided by operating activities	685,076	5,000
CASH FLOWS FROM INVESTING ACTIVITIES		
Net cash provided by investing activities	-	-
CASH FLOWS FROM FINANCING ACTIVITIES		
Member distributions	(333,051)	-
Net cash used in financing activities	(333,051)	-
NET INCREASE IN CASH	352,025	5,000
CASH, beginning of period	5,000	-
CASH, end of year	$ 357,025	$ 5,000
SUPPLEMENTAL DISCLOSURES		
Cash paid for interest	$ -	$ -
Cash paid for taxes	$ -	$ -

The accompanying notes are an integral part of these financial statements.

SMASH FRANCHISE PARTNERS, LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of Business

Smash Franchise Partners, LLC ("Company") was formed on May 22, 2018, (Inception) in the State of Indiana as a limited liability company. The Company grants franchises to qualified persons wishing to own and operate their own trash compacting business. The business ("Smash") will purchase a Smash Truck, operate under the trade name Smash My Trash and will operate in a prescribed territory.

The Company is wholly owned by SMT Holdings, LLC ("Parent"). The Parent also owns seven affiliates.

Smash My Trash, LLC, Smash My Trash Austin, LLC, Smash My Trash San Antonio, LLC and Smash My Trash DFW, LLC each operate one Smash business and account for the four affiliate-owned locations. All locations are in Texas.

Innovative Waste Technologies, LLC ("IWT"), a limited liability company located in Texas has provided Smash equipment, products, services and intellectual property since 2015.

Custom Hydraulics, LLC ("CH"), was formed on August 2019 to facilitate Smash Truck rigging and delivery services.

American Pro Waste, LLC, is a dormant company with no current or previous operations.

The following table summarizes the number of locations for the year ended December 31, 2019 and the period from May 22, 2018 (Inception) to December 31, 2018 consist of the following:

	2019	2018
Locations in operation, beginning	4	1
Locations opened	2	3
Locations terminated or closed	-	-
Locations in operation, ending	6	4
Franchised locations	2	-
Affiliate-owned locations	4	4

Use of Estimates

Preparation of the Company's financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of any contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid investments with a maturity of three months or less at the time of purchase to be cash equivalents. The Company had no cash equivalents as of December 31, 2019 and 2018.

NOTE 1 – NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts Receivable

Accounts receivable arise in the normal course of business through franchise sales, equipment sales and royalties earned. Timing of revenue recognition may be different from the timing of invoicing to customers. The Company records an accounts receivable when revenue is recognized prior to invoicing, or unearned revenue when revenue is recognized after invoicing. Management evaluates individual customer's receivables considering their financial condition, credit history and current economic conditions. Accounts receivable are written off if deemed uncollectible and recoveries of accounts receivable previously written off are recorded as income when received. The Company had no bad debt expense for the year ended December 31, 2019 and for the period from May 22, 2018 (Inception) through December 31, 2018. The Company had no allowance for doubtful accounts as of December 31, 2019 and 2018.

Property, Plant & Equipment

The Company has adopted ASC 360 – Property, Plant and Equipment. Property and equipment are stated at historical cost. Depreciation is provided using straight-line method based on the estimated useful lives of the related assets (generally three to seven years). The Company did not have property, plant & equipment at December 31, 2019 and 2018.

Intangible Assets

The Company has adopted ASC 350, Intangibles – Goodwill and Other that requires that goodwill and intangible assets with indefinite lives (such as franchise development cost) no longer be amortized to earnings but be tested for impairment at least annually. Intangible assets with finite lives are amortized over their estimated useful lives. The useful life of an intangible asset is the period over which it is expected to contribute directly or indirectly to future cash flows. Intangible assets with finite lives are reviewed for impairment if events or changes in circumstances indicate that the carrying value might not be recoverable. The Company had no intangible assets as of December 31, 2019 and 2018.

Income Taxes

The member of the Company has elected to be taxed as a Disregarded Entity under the provisions of the Internal Revenue Code. Under those provisions, taxable income and losses of the Company are reported on the income tax returns of its member and no provisions for federal or state franchise taxes have been recorded on the accompanying balance sheet.

The Company adopted ASC 740-10-25-6 "Accounting for Uncertainty in Income Taxes", that requires the Company to disclose uncertain tax positions. Under the standard an entity may only recognize or continue to recognize tax positions that meet a "more likely than not" threshold upon examination by taxing authorities. Based on its evaluation, the Company has concluded that there are no significant uncertain tax positions requiring recognition in its financial statements or that would affect the Company's member. The Company's evaluation was performed for the year ended December 31, 2019 and for the period from May 22, 2018 (Inception) through December 31, 2018 for U.S. Federal Income Tax and the State of Indiana Income Tax

NOTE 1 – NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition and Deferred Revenue

When a Smash franchise is sold, the Company agrees to provide certain services to the franchisee. In accordance with ASC 952-605-25, "Accounting for Franchise Fee Revenue," initial franchise fees will be recognized as revenue when the material services and conditions required to be performed by the Company have been substantially completed. Typically, this is when the franchisee is open for business. Initial franchise fees collected by the Company before the material services and conditions are substantially performed will be recorded as deferred franchise sales revenue.

Revenue from sales of Smash Trucks, related equipment and shipping are recorded as revenue and recognized as equipment sales when the franchisee takes possession of the truck and related equipment. Costs related to the Smash Trucks, related equipment and shipping are recorded as equipment for sale until the franchise takes possession of the truck and related equipment and are recognized as cost of goods sold when the related revenue is recognized.

When a franchisee purchases a Smash franchise, the Company grants the franchisee the right to use the proprietary methods, techniques, trade dress, trademarks and logos ("the license"). This is symbolic intellectual property. Revenues related to the license are continuing royalties and are 8% of gross sales and are subject to a minimum of $2,600 per month beginning in the sixth month after signing a franchise agreement. The royalties are billed monthly and are recognized as revenue when earned. For the year ended December 31, 2019 and for the period from May 22, 2018 (Inception) through December 31, 2018 the Company had revenue from continuing royalties of $1,185 and $0, respectively. These revenues are used to continue the development of the Company's brand, the franchise system and provide ongoing support for the Company's franchisees over the term of the agreement.

National Brand Fund

Contributions to the national brand fund are 1% of gross sales. Brand fund revenues are recognized up to the amount paid by the fund, for both operating and capital expenditures, not to exceed amounts collected or accrued during the year. Any amounts collected or accrued but unspent at the end of the year are reported as deferred revenue. The Company is not currently collecting this fee.

Advertising Costs

The Company expenses advertising costs as incurred. Advertising expense the year ended December 31, 2019 and for the period from May 22, 2018 (Inception) through December 31, 2018 was $14,344 and $0, respectively.

Fair Value of Financial Instruments

For the Company's financial instruments which consist of cash and cash equivalents, accounts receivable, accounts payable and accrued liabilities, the carrying amounts approximate fair value due to their short maturities.

NOTE 1 – NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Recently issued accounting pronouncements

On April 8, 2020, the Financial Accounting Standards Board, delayed the effective date of the new revenue standard ASC 606 "Contracts with Customers" for privately owned franchisors. As a result, the financial statements do not include the effect that the implementation of the new revenue standard may or may not have on the current or any prior period presented.

Other than the new revenue standard as described in the previous paragraph the Company has adopted all recently issued Accounting Standards Updates ("ASU"). Management has not yet determined the effect of the adoption of the other recently issued ASUs, including those not yet effective, could have on the financial position or results of operations of the Company.

NOTE 2 – CONTRACT BALANCES

Liability balances related to franchise agreements with franchisees consists of the following at December 31, 2019:

	2019
Deferred franchise sales	$ 1,927,297
Franchisee equipment deposits	1,272,350
Total deferred revenue	$ 3,199,647

Deferred costs consist of the following at December 31, 2019:

	2019
Equipment held for sale	$ 679,613
Deferred franchise sale commissions	1,015,578
Total deferred costs	$ 1,695,191

NOTE 3 – RELATED PARTY TRANSACTIONS

The Company is wholly owned by the Parent, which also owns Smash My Trash, LLC, Innovative Waste Technologies, LLC, Smash My Trash Austin, LLC, Smash My Trash San Antonio, LLC, Smash My Trash DFW, LLC, Custom Hydraulics, LLC, and American Pro Waste, LLC. The Company has advanced funds to its Parent and related affiliates to pay for certain operating costs incurred in the operations of the respective companies. The total amounts advanced to the respective companies for the year ended December 31, 2019 was $556,390 and total amount owed by the Company to the respective companies at December 31, 2018 was $49,931. The amounts transferred are recorded as a related party asset or liability depending on the amounts owed to or from related entities.

The related party balances at December 31, 2019 and 2018 consist of the following:

	2019	2018
Due from Parent	$ 311,974	$ -
Due to Parent	-	(5,000)
Due from Smash My Trash, LLC	202,715	-
Due to Smash My Trash, LLC	-	(44,931)
Due to IWT	(11,380)	-
Due from Other Affiliates	3,150	-
Total	$ 506,459	$ (49,931)

Related Party Purchases

In the normal course of business, the Company purchases Smash equipment, products and services from IWT and CH. These purchases totaled $764,468 and $0 for the year ended December 31, 2019 and the period from May 22, 2018 (Inception) through December 31, 2018, respectively.

NOTE 4 – COMMITMENTS AND CONTINGENCIES

Litigation

The Company may be party to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

NOTE 5 – SUBSEQUENT EVENTS

Date of Management's Evaluation

Management has evaluated subsequent events through April 25, 2020 the date on which the financial statements were available to be issued.

EXHIBIT E

OPERATING MANUAL TABLE OF CONTENTS

Manual Section	**Number of Pages**
Preface & Introduction	13
Establishing the Business	38
Personnel	77
Administrative Procedures	26
Daily Procedures	43
Marketing	23
Total Number of Pages	**220**

EXHIBIT F

CURRENT AND FORMER FRANCHISEES

Franchisees Opened as of December 31, 2020

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

Owner	*Address*	*Phone Number*	*Email Address*
Alabama			
Heath Reid, Hugh Lee, and Dennis Daughety	110 Southview Dr., Hoover, AL 35244	205-936-1491	birmingham@smashmytrash.com
David Parker	500 North Madison St., #1115, Corinth, MS 38834	256-426-9286	huntsville@smashmytrash.com
Arizona			
Russ Steger and Karen Zwink	PO Box 33713, Phoenix, AZ 85067	602-315-5272	phoenixsw@smashmytrash.com
Alex Caputo	430 East Warner Road, Unit 1-1, Chandler, AZ 85225	480-823-1945	southeastvalley@smashmytrash.com
California			
Keith Leimbach	16 Inverness Place E., Bldg. E-100, Englewood, CO 80112	209-303-8177	sacramento@smashmytrash.com
Colorado			
Keith Leimbach and Kirsten Leimbach	16 Inverness Place E., Bldg. E-100, Englewood, CO 80112	970-371-1120	denverdowntownnorth@smashmytrash.com
Robert and Karen Seeley	871 Thornton Parkway, #144, Thornton, CO 80229	720-515-8180	denvernortheastairport@smashmytrash.com
Chris Martin, Rocky Samuels, and John Silcox	7292 Greenridge Road, Ste. 102, Windsor, CO 80550	970-889-1091	frontrange@smashmytrash.com
John Hellickson	PO Box 441, Larkspur, CO 80118	303-406-1462	pikespeak@smashmytrash.com
Connecticut			
Mike Hagan	210 South Leroy Street, #349, Fenton, MI 48430	810-516-9390	farmingtonnovi@smashmytrash.com
Florida			

John Howard, II and Christine Howard	915 Bayshore Dr., Tarpon Springs, FL 34689	727-412-0512/727-688-4612	clearwater@smashmytrash.com
Trish Scelfo and Sophia Deben	2260 Northeast 123rd Street, North Miami, FL 33181	910-382-5925	fortlauderdale@smashmytrash.com
Marc Fraga and Amy Fraga	PO Box 1963, Ponte Vedra Beach, FL 32004	904-612-3269	jacksonvillenorth@smashmytrash.com
Matt Grabowski and Bret Borock	2517 Hawthorne Road, Ann Arbor, MI 48104	734-649-5305	miaminaples@smashmytrash.com
Robert Kite	2637 East Atlantic Blvd., Pompano Beach, FL 33062	954-650-8802	miamiwest@smashmytrash.com
John Ramsier	14614 Velleux Dr., Orlando, FL 32837	407-433-3793	orlandosouth@smashmytrash.com
Matt Beatty	3225 South MacDill Ave., Ste. 129, #184, Tampa, FL 33629	813-295-4800	tampapinellaspark@smashmytrash.com
Georgia			
Robert Rodden and Nicole Rodden	2451 Cumberland Pkwy SE, Ste. 3761, Atlanta, GA 30339	404-425-0814	atlantadowntown@smashmytrash.com
Eric Capers and Adrienne Capers	1735 Buford Hwy., Ste. 215-236, Cumming, GA 30041	404-909-6251	atlantanortheast@smashmytrash.com
Ashley Petty	8014 Cumming Highway, Ste. 403-318, Canton, GA 30115	470-445-3346	atlantanorthwest@smashmytrash.com
Phil Blackstock, Marti Blackstock, and Christian Blackstock	1323 West Walnut Ave., Ste. 2-302, Dalton, GA 30720	706-452-4451	northwestgeorgia@smashmytrash.com
Sam Perossa and Brandi Perossa	PO Box 362, Statesboro, GA 30459	478-494-7239	savannah@smashmytrash.com
Indiana			
Matt Green, Kathleen Lynch, and Kim Troyer	11650 Olio Road, Ste. 1000-402, Fishers, IN 46037	317-250-6379	indianapolis@smashmytrash.com
Iowa			
Cory Wiedel and Bill Morris	Cory Wiedel - 4629 S. 187th St., Omaha, NE 68135 & Dean Weber - 190 Abigail Lane, Waukee, Iowa 50263 (both personal)	319-431-2631 (Dean)/402-880-4779 (Cory)	cedarrapids@smashmytrash.com
Cory Wiedel and Bill Morris	1405 NW Maple St., Ankney, Iowa 50023	515-207-5215	desmoines@smashmytrash.com

Kansas			
James St Louis	PO Box 631698, Littleton, CO 80163	303-564-4863	wichita@smashmytrash.com
Massachusetts			
Sean Keohan	PO Box 3403, Worcester, MA 01613	508-709-5363	worcesterne@smashmytrash.com
Michigan			
John Kotlar	34841 Mound Rd., #354, Sterling Heights, MI 48310	586-806-9492	detroitnorth@smashmytrash.com
Montgomery Morgan	PO Box 15, Holly, MI 48442	810-691-9097	detroitnorthwest@smashmytrash.com
Missouri			
Scott Campbell and Trevor Nohe	8830 Delmar St., Pairie Village, KS 66207	816-289-1644	kansascitynortheast@smashmytrash.com
Tom Radcliff and Steve Radcliff	PO Box 6334, St. Louis, MO 63006	636-628-7797	st.louiscentral@smashmytrash.com
Nebraska			
Corey Cain, Jen Cain, and Cory Wiedel	1309 South 204th Street, Box #301, Elkhorn, NE 68022	402-650-5761	omaha@smashmytrash.com
Nevada			
John Taylor and Michelle Taylor	631 N Stephanie St., #210, Henderson, NV 89014	702-608-6201	lasvegaseast@smashmytrash.com
Derek Metz and Jeanette Metz	PO Box 18201, Reno, NV 89511	775-813-1322	reno@smashmytrash.com
New Mexico			
James St Louis	PO Box 631698, Littleton, CO 80163	303-564-4863	albuquerque@smashmytrash.com
North Carolina			
David Blosser, Matt Cobb, and Steve Cobb	4256 Golf Acres Drive, Charlotte, NC 28208	704-936-6523/704-603-7377	charlotte@smashmytrash.com
Joel Saenz	510 Meadowmont Village Circle, #182, Chapel Hill, NC 27517	919-637-1358	raleighdurham@smashmytrash.com
Ohio			
Jon Phelps and Shanna Phelps	PO Box 1641, Stow, OH 44224	330-703-5419	akron@smashmytrash.com
Mike Goldberg	5120 Mayfield Road, #204, Cleveland, OH 44124-2406	216-308-4001	clevelandsouth@smashmytrash.com
Steve Elsass and Tom Elsass	885 Claycraft Road, Columbus, OH 43230	740-258-8341	columbus@smashmytrash.com

Dan Sehlhorst and Beth Sehlhorst	6875 Cleves Warsaw Pike, Cincinnati, OH 45233	513-616-4156	northcincinnati@smashmytrash.com
Eric Kissell and Lisa Kissell	PO Box 685, Tiffin, OH 44883	419-552-8473	northwestohio@smashmytrash.com
Oklahoma			
Larry Spangler and LeAnn Spangler	PO Box 301, Newcastle, OK 73065	405-274-7219	okc@smashmytrash.com
Larry and LeAnn Spangler	PO Box 301, Newcastle, OK 73065	405-892-3735	tulsa@smashmytrash.com
Pennsylvania			
Divya Tewari and Amitava Mitra	929 South High St., Ste. 171, West Chester, PA 19382	610-500-4377	brandywinevalley@smashmytrash.com
David Geraghty and Carol Geraghty	PO Box 556, New Bedford, PA 16140	812-341-4055/812-343-5030	pittsburgh@smashmytrash.com
South Carolina			
Moultrie Ball	PO Box 1415, Mt. Pleasant, SC 29465	803-467-5450	charleston@smashmytrash.com
Michael Dillon	PO Box 90472, Columbia, SC 29290	803-748-8859	columbia@smashmytrash.com
Bogdan Ilie	7460 Reidville Road, Unit 263, Reidville, SC 29375	864-206-5623	northcentralupstatesc@smashmytrash.com
Tennessee			
Frank Reindl	Po Box 28198, Chattanooga, TN 37424	423-708-2347	chattanooga@smashmytrash.com
Matt Casella	10629 Hardin Valley Rd., #127, Knoxville, TN 37932	865-607-6264	knoxville@smashmytrash.com
Paul Bell	3179 Green Valley Rd., Ste. 615, Vestavia Hills, AL 35243	901-428-7284	memphis@smashmytrash.com
Jeff Stockton	612 Airpark Center Drive, Nashville, TN 37217	763-498-2324	nashville@smashmytrash.com
Texas			
Jim Irwin, Denise Irwin, Jimmy Irwin, and Darrell Cooksey	PO Box 42138, Austin, TX 78704	512-718-5667	austin@smashmytrash.com
Tammy Wood and Derek Wood	18484 Preston Road, Ste. 102-115, Dallas, TX 75252	214-797-0299/972-885-7906	dallasnorthwest@smashmytrash.com
Kevin Brown	1501 Hall Johnson Road, #1463, Colleyville, TX 76034	469-708-9641	dallassoutheast@smashmytrash.com

Enrique Vazquez	6112 North Mesa Street, #6055, El Paso, TX 79912	915-252-1431	elpaso@smashmytrash.com
Richard Moncrief	PO Box 121098, Fort Worth, TX 76121	817-228-3097	fortworth@smashmytrash.com
Satish Appanmurthy and Rajesh Subramaniam	5605 Farm to Market Road 423, Ste. 500-368, Frisco, TX 75034	469-642-5447	garland@smashmytrash.com
Tim and Sidney Rutowski	5535 Memorial Dr., Ste. 101, Houston, TX 77007	713-264-8946	houstonmsa@smashmytrash.com
Matt Martin	415 N Guadalupe St., PO Box 369, San Marcos, TX 78666	650-678-2218	newbraunfels@smashmytrash.com
Utah			
John Christian McCarter and Greg Post	1701 Green Oaks Dr., Greenwood Village, CO 80121	303-960-9090	saltlakecity@smashmytrash.com
Virginia			
Joe Oley	PO Box 71473, Henrico, VA 23255	804-405-1145	richmond@smashmytrash.com
Wisconsin			
Jesse Simpson	PO Box 46397 733 Struck Street, Madison, WI 53744	920-944-8030	foxrivervalley@smashmytrash.com
Kyle Cramer and Stacy Cramer	PO Box 475, Big Bend, WI 53103	262-442-8883	milwaukeesouth@smashmytrash.com

Franchisees Signed but not yet Opened as of December 31, 2020

Owner	**Address**	**Email**
Alabama		
Charles Adams and Kirk Anderson	2056 Fairview Ave., Prattville, AL 36066	montgomeryauburn@smashmytrash.com
Alan Whitaker	2200 US Highway 98, Ste. 4, #327, Corinth, MS 38834	southalabama@smashmytrash.com
Arizona		
James St. Louis	PO Box 631698, Littleton, CO 80163	tucson@smashmytrash.com
Arkansas		
Sunil Lavani	6700 Bridge Hill Cove, Austin, TX 78746	springdale@smashmytrash.com

California		
Steve Shiffman	65 Tavella Place, Foothill Ranch, CA 92610	anaheim@smashmytrash.com
Charles Merrimon, II, Lucian Soaita and James Herbert	5295 Toscana Way, San Diego, CA 92122	chinohills@smashmytrash.com
Manoj Parvataneni and Robby Pinnamaneni	2881 Evergreen Dr., San Bruno, CA 94066 (Manoj) & 815 S. Shenandoah St., #302, Los Angeles, CA 90035 (Robby)	concordandfairfield@smashmytrash.com
John George	866 Lois Ave., Sunnyvale, CA 94087	fremont@smashmytrash.com
Oscar Villanueva and Rosa Villanueva	287 Grace Dr. S, Pasadena, CA 91030	irvine@smashmytrash.com
Tony Tran and Kristy Nguyen	4969 Hidden Dune Ct., San Diego, CA 92130	northeastsandiego@smashmytrash.com
Daniel Auker	6114 LaSalle Ave., Ste. 630, Oakland, CA 94611	oakland@smashmytrash.com
Nathan Wehunt, Jeffrey Beeton, and Chester Beeton	540 East Foothill Blvd., Suite 100B, San Dimas, CA 91773	pomona@smashmytrash.com
Don Sando	1428 Via Christina, Vista, CA 92084	riverside@smashmytrash.com
Jeremy Willes	634 Virginiatown Road, Lincoln, CA 95648	roseville@smashmytrash.com
Nathan Neugebauer and Kyle Granger	11916 W Pico Blvd., Los Angeles, CA 90064	southeastlosangeles@smashmytrash.com
Danielle Wolter	2999 Kendall Dr., Suite 204 PMB 1047, San Bernardino, CA 92407	southeastsanbernardino@smashmytrash.com
Frank Kozlowski	197 Woodland Parkway, Ste. 105/510, San Marcos, CA 92069	southwestbayarea@smashmytrash.com
Jeremy Chase	11142 Morning Creek Dr. S, San Diego, CA 92128	southwestcalifornia@smashmytrash.com

Keith Leimbach	16 Inverness Place East E-100, Englewood, CO 80112	stockton@smashmytrash.com
Matthew Miller & Ylisa Sanford	341 Fairway Dr., Santa Rosa, CA 95409	napa@smashmytrash.com
Richard Change and Felicia Change	2416 Sherbrook Ave., Monterey Park, CA 91754	northwestanaheim@smashmytrash.com
Andrew Shepherd, Matt Cobb, and David Blosser	3100 E Cedar Dr., Unit 15, Ontario, CA 91761	sanbernardino@smashmytrash.com
Dennis Daughety, Brent Kizzire, Brian Kelley, and Chuck Adams	8677 Villa La Jolla Dr., Box 255, San Diego, CA 92037	sandiego@smashmytrash.com
Connecticut		
David Orr	108 Blacks Rd., Cheshire, CT 06410	southwestconnecticut@smashmytrash.com
Delaware		
Phillip Stoops and Paul Latella	225 Wilmington West Chester Pike, Chadds Ford, PA 19317	wilmington@smashmytrash.com
Florida		
Tim Hunt and Lindsay Hunt	4919 Booth Road, Plant City, FL 33565	lakeland@smashmytrash.com
John Howard III and Christine Howard	915 Bayshore Dr., Tarpon Springs, FL 34689	springhill@smashmytrash.com
Christian Markovitz	2373 Banon Dr., St. Charles, MO 63301	destin@smashmytrash.com
Brian Johnson	7036 Walnut Rd., Eau Claire, WI 54701	orlandocentral@smashmytrash.com
Steven Szabo and Robyn Szabo	6427 NW 81 Blvd., Gainesville, FL 32653	northcentralflorida@smashmytrash.com
John Hess	8429 Lorraine Road, Lakewood Ranch, FL 34211	sarasota@smashmytrash.com
Georgia		
Michael Ola	PO Box 769509, Roswell, GA 30076	atlantacentraleast@smashmytrash.com

David Gutzman and Valorie Gutzman	31 Bridgewater Court, Dawsonville, GA 30534	gainesville@smashmytrash.com
Idaho		
Greg Solorio and Rene Solorio	912 N Snow Goose St., Orange, CA 92869	boise@smashmytrash.com
Illinois		
Charles Cook and Sika Cook	4309 S. Calumet Ave., Chicago, IL 60653	joliet@smashmytrash.com
Tomas Astrauskas	407 Ascot Ln., Oak Brook, IL 60523	oakpark@smashmytrash.com
Jeffrey & Mary Ann Segebarth	479 Anthony St., Glen Ellyn, IL 60137	elmhurst@smashmytrash.com
Doug Spiler	PO Box 3021, Lisle, IL 60532	oharewestsuburban@smashmytrash.com
Indiana		
Dean Cheetham	355 East Ohio St., #218, Indianapolis, IN 46204	ftwayne@smashmytrash.com
Jim Gattman	2514 Keller Parkway N, Maplewood, MN 55109	northcentralindiana@smashmytrash.com
Kentucky		
Chris Schenk and Mark Hofschulte	368 Longview Plaza, Lexington, KY 40503	lexington@smashmytrash.com
Jim Oliver and Nick Kosko	101 North 7th Street, Louisville, KY 40202	louisville@smashmytrash.com
Louisiana		
David Parker	200 Westside Square, Ste. 605-4, Huntsville, AL 35801	batonrouge@smashmytrash.com
Mark Christian Valuilis and Shelly Valiulis	4668 Dixie Garden Loop, Shreveport, LA 71105	longviewandshreveport@smashmytrash.com
Massachusetts		
Mauricio Familiar	153 Main Street, North Reading, MA 01864	salem@smashmytrash.com
Maryland		
Jill and Jason Embrey	315 Prospect Bay Drive West, Grasonville, MD 21638	annapolis@smashmytrash.com

Kevin Wood and Sara Wood	986 Saddle View Way, Forest Hill, MD 21050	baltimore@smashmytrash.com
Gregory Rogers	8000 Telegraph Road, Severn, MD 21144	baltimorewest@smashmytrash.com
Michigan		
Jonathan Steinhouse	1344 Bennaville Ave., Birmingham, MI 48009	dearbornheights@smashmytrash.com
Brian Ashley and Dale Beydoun	31077 Schoolcraft Rd., Ste. 208, Livonia, MI 48150	woodhaven@smashmytrash.com
Michael Knapick and Thomas VanAntwerp	15782 Columbian Rd., Buchanan, MI 491087	grandrapidsandwyoming@smashmytrash.com
Eric VanderVeen	13531 Redbird Ln., Grand Haven, MI 49417	westgrandrapids@smashmytrash.com
Minnesota		
James Gattman	2514 Keller Parkway N, Maplewood, MN 55109	minneapolis@smashmytrash.com
Greg Erickson and Jamie McNaughton	8094 1094th St., River Falls, WI 54022	st.paul@smashmytrash.com
Missouri		
Christian Markovitz	2373 Banon Dr., St. Charles, MO 63301	st.louiseast@smashmytrash.com
Eric Rowden and Steven Decker	PO Box 4893, Springfield, MO 65808	springfieldmo@smashmytrash.com
Becky Voss and Tom Voss	PO Box 4249, Chesterfield, MO 63006	st.louiswest@smashmytrash.com
New Jersey		
Philip Stoops, Paul Latella, and Eric Hofmann	33 Huntingdon Farm Drive, Glen Mills, PA 19342	cherryhill@smashmytrash.com
Karl Tangara	50 Tice Blvd., Suite 340, Woodcliff Lake, NJ 07677	paramus@smashmytrash.com
Kalpeshkumar Patel	20 Commerce Dr., Cranford Business Park, Suite 135-#220, Cranford, NJ 07016	princetonandplainfield@smashmytrash.com
Nevada		

Dave Bryan	9360 W. Flamingo Rd., Ste. 110, #147, Las Vegas, NV 89147	lasvegaswest@smashmytrash.com
New Jersey		
Richard Spitzer	PO Box 242, Allamuchy, NJ 07820	morristown@smashmytrash.com
Amanuel Teklu	PO Box 7005, Newark, NJ 07107	newark@smashmytrash.com
New York		
John Lombardo and Ron Tiktin	11 Titicus Ct., Ridgefield, CT 06877	northeastnewyorkcity@smashmytrash.com
Brent Thomas	3413 Stafford Pl., Holland, PA 18966	centrallongisland@smashmytrash.com
Ohio		
Robert Schoenfeld and Jeff Fehr	8024 Spring Leaf Dr., Cincinnati, OH 45247 (Fehr) & 6823 Jennifer Lynn Dr., Cincinnati, OH 45248	cincinnati@smashmytrash.com
Eric Brandt	1224 Blacksmith Dr., Westerville, OH 43081	clevelandcentral@smashmytrash.com
Arif Sitabkhan	1284 Som Center Road, Ste. 377, Mayfield Heights, OH 44124	clevelandeast@smashmytrash.com
Andrew White	PO Box 341097, Columbus, OH 43234-1097	midwestohio@smashmytrash.com
Oregon		
TC Krueger	916 W 800 N, American Fork, UT 84003	portland@smashmytrash.com
Pennsylvania		
Christopher Price and Kimberly Price	1563 Network Dr., Canonsburg, PA 15317	pittsburghdowntown@smashmytrash.com
Franco Stipa	1402 Tullamore Lane, Phoenixville, PA 19460	reading@smashmytrash.com
Derek Lehman	91 Greenbriar Dr., Elizabethtown, PA 17022	middletown@smashmytrash.com
Prashant Patel	1 Craig Lane, Malvern, PA 19355	philadelphiasouthwest@smashmytrash.com

South Carolina		
Kevin Ford and Michele Ford	PO Box 1582, Pawleys Island, SC 29585	myrtlebeach@smashmytrash.com
Ricci Bender and Howard Bender	7845 Colony Rd., Ste. C4-277, Charlotte, NC 28226	northcharlotte@smashmytrash.com
Texas		
Stephen Loveless and Kiala Loveless	3114 Oakmont Dr., Sugar Land, TX 77479	corpuschristi@smashmytrash.com
Leslie Bradshaw and Mitchell Bradshaw	1812 Southeast 1st St., Mineral Wells, TX 76067	lubbock@smashmytrash.com
Leslie Bradshaw and Mitchell Bradshaw	1812 Southeast 1st St., Mineral Wells, TX 76067	weatherfordandbenbrook@smashmytrash.com
Chris Schenk, Mark Hofschulte, and Izzy Bazan	1114 Haddrell Pt., Lexington, KY 40509	brownsville@smashmytrash.com
Stephen Loveless and Kiala Loveless	3114 Oakmont Dr., Sugar Land, TX 77479 (personal)	wacoandkilleen@smashmytrash.com
Washington		
Lino Innocenzi III	5516 66th way SE, Lacey, WA 98513	olympiavancouver@smashmytrash.com
James Major	1869 E Seltice Way, #513, Post Falls, ID 83854	spokaneandpostfalls@smashmytrash.com
Wisconsin		
Waleed Syed	845 Fairmont Ct., Des Plaines, IL 60018	menomoneefalls@smashmytrash.com
Brian Johnson	7036 Walnut Rd., Eau Claire, WI 54701	madison@smashmytrash.com

Former Franchisees

Name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during

the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date:

Robert Schill
Atlanta, GA
(404) 295-0074

Vanessa Elia & John Kress Williams
Aventure, FL
(713) 889-6553

Mitchell Levin
Winter Park, FL
(407) 922-4689

Kevin, Christopher, and Shlipi Blanchat & Gordon Rupp
Coeur D Alene, ID
(509) 220-6666

Jeffrey Wright
Springville, UT
(801) 810-8319

EXHIBIT G

STATE ADDENDA TO DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

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

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

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

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

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

1. The following paragraph is added to the end of Item 3 of the Disclosure Document:

   Neither franchisor nor any person or franchise broker in Item 2 of this disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in that association or exchange.

2. The following is added to Item 5 of the Disclosure Document:

   The franchisor has posted a surety bond in the amount of the initial franchise fee. The Department of Financial Protection and Innovation has required this financial assurance obligation based on the franchisor's financial position.

3. The following paragraph is added to the end of Item 6 of the Disclosure Document:

   With respect to the Late Fee described in Item 6, this Item is amended to disclose that the maximum rate of interest permitted under California law is 10%.

4. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

The Franchise Agreement requires franchisee to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of that law or any rule or order thereunder is void.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

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

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

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

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

5. The following paragraph is added at the end of Item 19 of the Disclosure Document:

The earnings claims figures reflect some of the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Smash My Trash business. Franchisees or former franchisees, listed in the offering circular, may be one source of this information.

HAWAII ADDENDUM TO DISCLOSURE DOCUMENT

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

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

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

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

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

Commissioner of Securities
335 Merchant Street
Honolulu, Hawaii 96813

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

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

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

3. No states have refused, by order or otherwise to register these franchises.

4. No states have revoked or suspended the right to offer these franchises.

5. The proposed registration of these franchises has not been withdrawn in any state.

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

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

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

Item 5 of the Franchise Disclosure Document is amended to state that, " The franchisor has posted a surety bond in the amount of the initial franchise fee. The Illinois Attorney General's Office has required this financial assurance obligation due to the franchisor's financial condition."

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

Section 41 of the 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.

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

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

The following is added to Item 5:

> Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, the franchisor has posted a surety bond in the amount of $835,500.

The following is added to Item 11:

> Fees related to advertising are to be raised and spent as follows: raised through Brand Fund contributions and spent on marketing and advertising for the entire franchise system. You may obtain an accounting of advertising expenditures by the Brand Fund by making a written request to us.

The following is added to Item 17:

> The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
>
> You may bring an action under such law within three years after the grant of the franchise.
>
> You have the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.
>
> The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.
>
> This Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

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

- Item 5 and 7 are amended as follows: The franchisor has posted a surety bond in the amount of the initial franchise fee. The State of Minnesota has required this financial assurance obligation due to the franchisor's financial condition.

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, which states "No action may be commenced pursuant to this Section more than three years after the cause of action accrues."

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE

INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

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

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

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

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

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

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

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

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

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

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

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending

action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

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

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

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

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

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

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

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

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

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

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**": The foregoing choice of law should not be

considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

9. The following is added to the end of Item 19:

REPRESENTATIONS REGARDING EARNINGS CAPABILITY

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

NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

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

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

1. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.

2. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

3. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

5. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.

6. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.

7. Waiver of Exemplary and Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.

8. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

9. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

10. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney’s fees.

11. The collection of initial franchise fees will be deferred until the franchisor has fulfilled its pre-opening obligations and the franchisee is open for business.

RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT

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

Item 17, summary columns for (v) and (w) are amended to add the following:

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

SOUTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

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

VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT

In the Commonwealth of Virginia only, this Disclosure Document is amended as follows:

The following statement is added to Item 5:

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

The following statements are added to Item 17(h):

> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.
>
> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to the franchisee under the franchise, that provision may not be enforceable.

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

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

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT

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

EXHIBIT H

STATE ADDENDA TO FRANCHISE AGREEMENT

ILLINOIS RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between Smash Franchise Partners, LLC, An Indiana limited liability company ("Franchisor") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Illinois Act" means the Illinois Franchise Disclosure Act of 1987.

2. Governing Law and Jurisdiction. Notwithstanding any provision of the Agreement to the contrary, the Agreement is governed by Illinois law. The parties irrevocably submit to the jurisdiction and venue of the federal and state courts in Illinois, except for matters which the Agreement provides will be resolved by arbitration.

3. Limitation of Claims. No action can be maintained to enforce any liability created by the Illinois Act unless brought before the expiration of 3 years from the act or transaction constituting the violation upon which it is based, the expiration of 1 year after Franchisee become aware of facts or circumstances reasonably indicating that Franchisee may have a claim for relief in respect to conduct governed by the Illinois Act, or 90 days after delivery to the Franchisee of a written notice disclosing the violation, whichever shall first expire.

4. Waivers Void. Notwithstanding any provision of the Agreement to the contrary, any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Illinois Act or any other law of the State of Illinois is void. This Section shall not prevent Franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

5. The franchisor has posted a surety bond in the amount of the initial franchise fee. The Illinois Attorney General's Office has required this financial assurance obligation due to the franchisor's financial condition.

6. Effective Date. This Rider is effective as of the Effective Date.

[*Signatures on following page*]

Agreed to by:

FRANCHISEE: FRANCHISOR:

_____	SMASH FRANCHISE PARTNERS, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

INDIANA RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between Smash Franchise Partners, LLC, An Indiana limited liability company ("Franchisor") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Indiana Acts" means the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act.

2. Certain Provisions Modified. Any provision of the Agreement which would have any of the following effects is hereby modified to the extent required for the Agreement to be in compliance with the Indiana Acts:

(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 services 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 protected territory granted the franchisee by the franchise agreement; or, if no protected 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 the Indiana Deceptive Franchise Practices Act 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 subsection (5) 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 subsection (6).

(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 subsection (7) 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 years or in an area greater than the protected 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.

3. <u>Effective Date</u>. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	SMASH FRANCHISE PARTNERS, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MARYLAND RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between Smash Franchise Partners, LLC, An Indiana limited liability company ("Franchisor") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Maryland Franchise Law" means the Maryland Franchise Registration and Disclosure Law, Business Regulation Article, §14-206, Annotated Code of Maryland.

2. Surety Bond. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, the franchisor has posted a surety bond in the amount of $835,500.

3. No Release of Liability. Pursuant to COMAR 02-02-08-16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Law.

4. Statute of Limitations. Any provision of the Agreement which provides for a period of limitations for causes of action shall not apply to causes of action under the Maryland Franchise Law, Business Regulation Article, §14-227, Annotated Code of Maryland. Franchisee must bring an action under such law within three years after the grant of the franchise.

5. Jurisdiction. Notwithstanding any provision of the Agreement to the contrary, Franchisee does not waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

6. No Waiver of State Law. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

7. Arbitration. This Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive trade practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

8. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	SMASH FRANCHISE PARTNERS, LLC

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MINNESOTA RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between Smash Franchise Partners, LLC, An Indiana limited liability company ("Franchisor") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Minnesota Act" means Minnesota Statutes, Sections 80C.01 to 80C.22.

2. Amendments. The Agreement is amended to comply with the following:

- The franchisor has posted a surety bond in the amount of the initial franchise fee. The State of Minnesota has required this financial assurance obligation due to the franchisor's financial condition

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non- renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, and therefore the applicable provision of the Agreement is amended to state "No

action may be commenced pursuant to Minnesota Statutes, Section 80C.17 more than three years after the cause of action accrues."

3. **Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	SMASH FRANCHISE PARTNERS, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

NEW YORK RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between Smash Franchise Partners, LLC, An Indiana limited liability company ("Franchisor") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Waivers Not Required. Notwithstanding any provision of the Agreement to the contrary, Franchisee is not required to assent to a release, assignment, novation, waiver or estoppel which would relieve Franchisor or any other person from any duty or liability imposed by New York General Business Law, Article 33.

3 Waivers of New York Law Deleted. Any condition, stipulation, or provision in the Agreement purporting to bind Franchisee to waive compliance by Franchisor with any provision of New York General Business Law, or any rule promulgated thereunder, is hereby deleted.

4. Governing Law. Notwithstanding any provision of the Agreement to the contrary, the New York Franchises Law shall govern any claim arising under that law.

5. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	SMASH FRANCHISE PARTNERS, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

NORTH DAKOTA RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between Smash Franchise Partners, LLC, An Indiana limited liability company ("Franchisor") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Amendments. The Agreement (and any Guaranty Agreement) is amended to comply with the following:

(1) Restrictive Covenants: Every contract by which Franchisee, any Guarantor, or any other person is restrained from exercising a lawful profession, trade, or business of any kind is subject to NDCC Section 9-08-06.

(2) Situs of Arbitration Proceedings: Franchisee and any Guarantor are not required to agree to the arbitration of disputes at a location that is remote from the site of Franchisee's business.

(3) Restrictions on Forum: Franchisee and any Guarantor are not required to consent to the jurisdiction of courts outside of North Dakota.

(4) Liquidated Damages and Termination Penalties: Franchisee is not required to consent to liquidated damages or termination penalties.

(5) Applicable Laws: The Agreement (and any Guaranty Agreement) is governed by the laws of the State of North Dakota.

(6) Waiver of Trial by Jury: Franchisee and any Guarantor do not waive a trial by jury.

(7) Waiver of Exemplary and Punitive Damages: The parties do not waive exemplary and punitive damages.

(8) General Release: Franchisee and any Guarantor are not required to sign a general release upon renewal of the Agreement.

(9) Limitation of Claims: Franchisee is not required to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

(10) Enforcement of Agreement: The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

3. The collection of initial franchise fees will be deferred until the franchisor has fulfilled its pre-opening obligations and the franchisee is open for business.

4. **Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	SMASH FRANCHISE PARTNERS, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

RHODE ISLAND RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between Smash Franchise Partners, LLC, An Indiana limited liability company ("Franchisor") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Jurisdiction and Venue. Any provision of the Agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under Rhode Island Franchise Investment Act.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	SMASH FRANCHISE PARTNERS, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SOUTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT
AND
RIDER TO FRANCHISE AGREEMENT

The collection of initial franchise fees and development fees will be deferred until the franchisor has fulfilled its pre-opening obligations and the franchisee is open for business.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	SMASH FRANCHISE PARTNERS, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

VIRGINIA ADDENDUM TO THE FRANCHISE AGREEMENT

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

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	SMASH FRANCHISE PARTNERS, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT AND RELATED AGREEMENTS

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

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

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

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

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The undersigned does hereby acknowledge receipt of this addendum.

Agreed to by:

FRANCHISEE: FRANCHISOR:

_____	SMASH FRANCHISE PARTNERS, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT I

EQUIPMENT SALE AGREEMENT

Equipment Sale Agreement

This Equipment Sale Agreement ("Agreement") is made effective as of _____ ("Effective Date") by and between Custom Hydraulics, LLC, an Indiana limited liability company ("Seller") and _____, a state of _____ limited liability company___ C corporation___ S corporation___ partnership___ sole proprietorship___ ("Buyer"). Seller and Buyer are from time to time referred to as a "Party" or collectively as the "Parties".

RECITALS

A. Seller is in the business of assembling and selling certain equipment used in the mobile waste compaction services and Buyer is in the business of providing mobile waste compaction services via an independently owned and operated franchise of Smash Franchise Partners, LLC ("Franchise").

B. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, certain equipment used in the mobile waste compaction business and the franchise operations on the terms and subject to the conditions contained in this Agreement.

AGREEMENT

Seller and Buyer, intending to be legally bound, agree as follows:

1. Sale of Equipment. Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Equipment set forth on Exhibit A ("Equipment") at the Price (as defined in Section 6) and upon the terms and conditions set forth in this Agreement.

2. Delivery.

(a) The Equipment will be delivered within a reasonable time after the Effective Date. Seller shall not be liable for any delays, loss or damage in transit.

(b) Seller shall deliver the Equipment to _____ ("Delivery Point") using Seller's standard methods for shipping such equipment. Buyer shall take delivery of the Equipment within two days of Seller's written notice that the Equipment has been delivered to the Delivery Point.

(c) Seller may, in its sole discretion and without liability or penalty, make partial shipments of disassembled Equipment to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfilment of the quantity purchased under this Agreement.

(d) If for any reason Buyer fails to accept delivery of any of the Equipment on the date fixed pursuant to Seller's notice that the Equipment has been delivered at the Delivery Point, or if Seller is unable to deliver the Equipment at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses, or authorizations: (i) risk of loss to the Equipment shall pass to Buyer; (ii) the Equipment shall

be deemed to have been delivered; and (iii) Seller, at its option, may store the Equipment until collected by Buyer, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

3. Non-Delivery. The quantity of any installment of Equipment as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. Seller shall not be liable for any non-delivery of Equipment (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within ten days of the date when the Equipment would in the ordinary course of events have been received. Any liability of Seller for non-delivery of the Equipment shall be limited to delivering the Equipment within a reasonable time or adjusting the invoice respecting such Equipment to reflect the actual quantity delivered.

4. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Equipment at the Delivery Point. As collateral security for the payment of the purchase price of the Equipment, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Equipment, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Indiana Uniform Commercial Code.

5. Inspection and Rejection of Nonconforming Equipment.

(a) Buyer shall inspect the Equipment within two (2) days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Equipment unless it notifies Seller in writing of any Nonconforming Equipment during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "Nonconforming Equipment" means only the following: (i) the make or model of the product shipped is different than identified in this Agreement; or (ii) product's label or packaging incorrectly identifies its contents. Nothing in this provision constitutes a warranty, and Buyer acknowledges that Seller is selling the Equipment on an "as is" basis under Section 9(a).

(b) If Buyer timely notifies Seller of any Nonconforming Equipment, Seller shall, in its sole discretion, (i) replace such Nonconforming Equipment with conforming Equipment, or (ii) credit or refund the Price for such Nonconforming Equipment. Buyer shall ship, at its expense and risk of loss, the Nonconforming Equipment to Seller's facility located at _____. If Seller exercises its option to replace Nonconforming Equipment, Seller shall, after receiving Buyer's shipment of Nonconforming Equipment, ship to Buyer, at Buyer's expense and risk of loss, the replaced Equipment to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 5(b) are Buyer's exclusive remedies for the delivery of Nonconforming Equipment. Except as provided under Section 5(b), all sales of Equipment to Buyer are made on a one-way basis and Buyer has no right to return Equipment purchased under this Agreement to Seller.

6. Price. Buyer shall purchase the Equipment from Seller at the prices ("Price") set forth in Exhibit A. The Price is exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

7. Price Changes. Buyer shall be responsible for any price changes incurred by seller directly related to the assembly, shipping, rigging, testing, and delivery of the Buyer's equipment. Seller shall provide written notice and documentation of any price changes at the earliest opportunity. Buyer understands the complexity of the order process, including but not limited to currency rate risks, delivery costs, customs and duties, labor and input pricing.

8. Payment Terms. Buyer shall pay all invoiced amounts due to Seller on receipt of Seller's invoice. Buyer shall make all payments by wire transfer and in US dollars. Buyer shall remit required equipment deposit(s) within 30 days of signing a franchise agreement. Deposit amount provided in Exhibit A. Buyer's equipment will not be ordered by Seller until deposit amount is received in full. Buyer shall make payment in full prior to release and delivery of equipment. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

9. No Setoff. Buyer shall not, and acknowledges that it will have no right, under this Agreement, any other agreement, document or law, to withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Seller or any of its affiliates, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Seller or its affiliates, whether relating to Seller's or its affiliates' breach or non-performance of this Agreement or any other agreement between Buyer or any of its affiliates, and Seller or any of its affiliates, or otherwise.

10. No Warranties.

(a) **THE EQUIPMENT IS PURCHASED BY THE BUYER "AS IS" AND "WITH ALL FAULTS".**

(b) **WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMER SET OUT IN SECTION 9(a) ABOVE, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

(c) Products manufactured by a third party ("Third-Party Products") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Equipment**. FOR THE AVOIDANCE OF DOUBT, THIRD-PARTY PRODUCTS ARE SOLD "AS IS" AND "WITH ALL FAULTS". FOR THE AVOIDANCE OF DOUBT, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

11. Limitation of Liability.

(a) **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(b) **IN NO EVENT SHALL SELLER BE LIABILE DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO THE PRESENCE OF ANY CHEMICALS OR MATERIALS IN THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY FAILURE OF SELLER TO GIVE MORE SPECIFIC WARNING WITH RESPECT TO THE IDENTITY OR NATURE OF SUCH SUBSTANCES OR THE CONSEQUENCES OF THE PRESENCE OF SUCH SUBSTANCES.**

(c) **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE EQUIPMENT SOLD HEREUNDER.**

12. Compliance with Law. Buyer is in compliance with and shall comply with all applicable laws, regulations and ordinances. Buyer has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

13. Indemnification. Buyer shall indemnify, defend and hold harmless Seller and its members, managers, officers, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party or awarded against Indemnified Party, relating to or arising out of or resulting from any claim of a third party or Seller arising out of or occurring in connection with the use of the Equipment, or Buyer's negligence, willful misconduct, or breach of this Agreement. Buyer shall not enter into any settlement without Seller's or Indemnified Party's prior written consent.

14. Insurance. During the term of this Agreement and for a period of not less than one year thereafter, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability in a sum no less than $1,000,000.00 with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Seller as an additional insured. Buyer shall provide Seller with 30 days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

15. Termination. In addition to any remedies that may be provided in this Agreement, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of the terms of this Agreement, including the Buyer’s Franchise Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

16. Confidential Information. All non-public, confidential, or proprietary information of Seller, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Buyer at the time of disclosure; or (c) rightfully obtained by the Buyer on a non-confidential basis from a third party.

17. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

18. Survival. Subject to the limitations and other provisions of this Agreement, Section 9, Section 10, Section 11, Section 12, Section 13 and Section 15 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

19. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement must be in writing and addressed to the Parties at their respective address set forth below (or to such other address that the Parties may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the notice has complied with the requirements of this Section.

Notice to Seller:

Custom Hydraulics, LLC
17437 Carey Rd, Suite 164
Westfield, IN 46074
Attention: Manager

Notice to Buyer:

_____
_____
_____

20. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction; provided, however, that if any fundamental term or provision of this Agreement, is invalid, illegal, or unenforceable, the remainder of this Agreement shall be unenforceable. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to reflect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

21. Amendments. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of this Agreement and signed by an authorized representative of each Party.

22. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder

preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

23. Cumulative Remedies. Except as set forth in Section 5, all rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.

24. Assignment. Buyer shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Seller. Any purported assignment, transfer, delegation, or subcontract in violation of this Section shall be null and void. No assignment, transfer, delegation, or subcontract shall relieve Buyer of any of its obligations hereunder. Seller may at any time assign, transfer, delegate, or subcontract any or all of its rights or obligations under this Agreement without Buyer's prior written consent.

25. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

26. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

27. Choice of Law. This Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Indiana, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Indiana.

28. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the United States District Court for the Southern District of Indiana. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in United States District Court for the Southern District of Indiana. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

29. **WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY**

IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

30. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 18, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

31. Force Majeure. Any delay or failure of Seller to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused by an event beyond Seller's control, without Seller's fault or negligence, and that by the nature of the event could not have been foreseen by Seller or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars, acts of terrorism, strikes, labor stoppages or slowdowns or other industrial disturbances, and shortage of adequate power or transportation facilities).

32. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

Custom Hydraulics, LLC

Seller:

By: _____
Name: _____
Title: _____

Buyer: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

TO

EQUIPMENT SALE AGREEMENT

STATE EFFECTIVE DATES

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

This 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
California	February 9, 2021
Hawaii	
Illinois	January 28, 2021
Indiana	July 1, 2020
Maryland	Pending
Michigan	June 17, 2020
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	
Virginia	Pending
Washington	Pending
Wisconsin	February 2, 2021

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

RECEIPT

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

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

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

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

Name	Principal Business Address	Telephone Number
Justin Haskin	17437 Carey Road, Suite 164 Westfield, IN 46074	812-805-0422
Franchise FastLane	16934 Frances Street #105 Omaha, NE 68130	531-333-3278

Issuance Date: May 5, 2021

I received a disclosure document dated May 5, 2021 that included the following Exhibits:

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

Signature: _____
Print Name: _____
Date Received: _____

Keep This Copy For Your Records

RECEIPT

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

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

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

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

Name	Principal Business Address	Telephone Number
Justin Haskin	17437 Carey Road, Suite 164 Westfield, IN 46074	812-805-0422
Franchise FastLane	16934 Frances Street #105 Omaha, NE 68130	531-333-3278

Issuance Date: May 5, 2021

I received a disclosure document dated May 5, 2021 that included the following Exhibits:

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

Signature: _____
Print Name: _____
Date Received: _____

Return this copy to us.
Smash Franchise Partners, LLC
17437 Carey Road, Suite 164, Westfield, Indiana 46074