FRANCHISE DISCLOSURE DOCUMENT (FDD)

Spin Doctor® Franchising, LLC
A Delaware limited liability company
STE AA Registered Agent 8
The Green, Dover DE 19901
609-241-9124
info@spindoctorfranchise.com
www.SpinDoctorfranchise.com

As a Spin Doctor® Laundromat franchisee, you will operate one of four premium quality laundromat service business models under the brand Spin Doctor® Laundromat. The standard Spin Doctor® Laundromat model is described as a modern, coinless, full-service laundry featuring high-performance Electrolux™ washers and dryers in a spacious, modern, fully attended store with free Wi-Fi, child play area, convenient drop-off/wash and fold service, commercial accounts, cable TV, vending, and more.

The total investment necessary to begin operation of a Spin Doctor® Laundromat franchise is $490,000 to $1,400,000. This includes $30,000 that must be paid to the franchisor or affiliate. The total investment necessary to begin operation under a two- to five-unit Multi-Unit Development Agreement (including the first unit) is $535,000 to $1,530,000 This includes $20,000 to $80,000 that must be paid to the franchisor. There is a minimum number of two (2) Spin Doctor® Laundromat units that you are required to develop under a Multi-Unit Development Agreement.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, please contact Spin Doctor® Laundromat, Attention: Cathy McBarnette, 17 Flagger Lane, Trenton, NJ 08619 and Tel: 609-241-9124.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read your contract in its entirely carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment process. The information in this disclosure document can help you decide if you wish to move forward. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” can help you understand how to use this disclosure document and 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: 05/22/26

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and resources to find answers or more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 provides information about outlet sales, costs, profits, or losses. You should also research potential earnings information from current and former franchisees in and out of this industry. You can find the names and contact information of laundry partners in Item 20 or Exhibit H.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit F includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets. This does not apply or pertain to Washington franchisees.
Will my business be the only Spin Doctor® Laundromat 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 is it like to be a Spin Doctor® Laundromat franchisee?	Item 20 or Exhibit H lists current and former franchisees. You can contact them to ask about their experiences. This item does not apply or pertain to Washington franchisees
What else should I know?	These above-mentioned questions are only a few things you should seek answers to. 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.

The business model can change. The franchise agreement may allow the franchisor to change its manuals and/or business model without your consent. These changes may require you to make additional investments in your franchise business which may or may not harm your franchise business, which could be financial in nature and cause you additional costs and expenses.

Supplier restrictions. The Franchisor will always look for the best value, however under some conditions to protect the brand, you may have to buy or lease items from the franchisor or a limited group of suppliers that the franchisor designates. These items may or may not be more expensive than comparable items you could buy on your own.

Operating restrictions on the franchise agreement may prohibit you from operating a similar business (e.g., concierge laundry service), during the term of the franchise. And there are usually other restrictions, such as control of your location; 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 if you are not in good standing.

Renewal. Your existing franchise agreement carries some level of guarantee of future renewal. And should you be permitted to renew; you may have to sign a new agreement with updated terms and conditions in order to continue to operate as a franchisee.

When your franchise contract expires. 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 regulations, which 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 the responsible state department, use the agency information in **Exhibit A.**

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

Special Risks to Consider About *This* Franchise

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

1. <u>Out-of-State Dispute Resolution</u>. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration, and/or litigation only in Delaware. 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 Delaware than in your own state.
2. <u>Short Operating History.</u> This franchise 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.
3. <u>Financial Condition:</u> The franchisor's financial condition , as reflected in its financial statements (see Item 21) calls into question the franchisor's financial ability to provide services and support to you.

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

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

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

Each of the following provisions is void and unenforceable if contained in any document 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 franchise, 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 worthy cause. Worthy 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 franchised 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 worthy cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Worthy cause shall include, but is not limited to:

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

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

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

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

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

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

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

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

Any questions regarding this notice should be directed to:

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

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

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

Us, Any Parents, and Certain Affiliates

Our name is Spin Doctor® Franchising, LLC, and our principal business address is 17 Flagger Lane, Trenton, NJ 08619. We do not have any parent entities. Our child entity is Spin Doctor Laundromat LLC located at 1070 Whitehorse-Mercerville Rd, Trenton, Hamilton Township, New Jersey. This corporate store currently serves as a training facility for franchisees and model of a "standard" Spin Doctor® Franchise; this location began operation in 2012. We do not have any affiliates that offer franchises in any line of business or provide products or services to our franchisees.

Our Predecessors

We do not have any predecessors.

Our Business Name

We use the names "Spin Doctor® Franchising, LLC" and "Spin Doctor® Laundromat." We do not intend to use any other names to conduct business.

Agent for Service of Process

Our agent for process service in Delaware is A Registered Agent, Inc. and the address is 8 The Green, Ste A, Dover, DE 19901. Our agents for service of process in other states are disclosed in Exhibit A.

Business Organization

We are a Delaware limited liability company. We were formed on 7/09/2020.

Information About Our Business and the Franchises Offered

We 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 premium service laundromat business under the trade name Spin Doctor® Laundromat. If you sign a Multi-Unit Development Agreement (attached as Exhibit C to this disclosure document), you will develop multiple Spin Doctor® Laundromat outlets, on an agreed-upon schedule. For each future unit franchise, we will require you to sign our then-current form of franchise agreement, which may be different from the form of franchise agreement included in this disclosure document.

The general market for laundry services is all consumer spending on laundry services related to clothing, linens, bedding, or other fabrics. This market is competitive when considering the overall market.

In the laundry industry, the term "Attended" describes a laundromat in which an employee or representative of the business is on-site and available to assist customers and support the operation of the business. Spin Doctor® Franchising, LLC offers Attended (e.g., Spin Doctor® "Standard" and "Metro") and Semi-Attended aka customer self-serve (e.g., Spin Doctor® "Mini") laundromat franchise models.

You will compete against national chains, regional chains, and independent owners. Some of these competitors are franchised.

Laws and Regulations

You must comply with federal and state laws that apply to your business. You must comply with Federal OSHA laws requiring that washers and dryers have a means for holding the doors open while being loaded and unloaded and that all employees of a laundromat are properly instructed as to the hazards of the laundromat workplace.

Some states and municipalities have zoning ordinances and regulations that you must comply with which limit the hours of operation, the number of washing machines and dryers that may be on the premises, mandate a certain minimum number of parking spaces required, possibly other issues.

Certain states also impose environmental regulations on laundromats, specifically in regard to wastewater. These regulations may require the laundromats to obtain a wastewater discharge permit. In order to obtain the permit, the laundromat may be required to have certain filtration systems treat its wastewater. You should investigate the application of these laws further.

Prior Business Experience

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

Item 2
BUSINESS EXPERIENCE

Ms. Cathy McBarnette, Founder of Spin Doctor® Laundromats, LLC

Employer	Employer Address	Occupation	Date
Spin Doctor Laundromats, LLC	1070 Whitehorse-Mercerville Rd, Hamilton, N.J. 08610	Founder/Principal Owner	8/2012-10/2025
Spin Doctor Franchising, LLC	P.O. Box 5215 Trenton, N.J. 08638	President	6/2023-Present

Brad Neilley Sr. is Head of Operations for Spin Doctor® Franchising

Employer	Employer Address	Occupation	Date
Spin Doctor Franchising, LLC	P.O. Box 5215 Trenton, N.J. 08638	Head of Franchise Operations	6/2023-Present
Turtle & Hughes	100 Walnut Avenue, 4th Fl Clark, N.J. 07066	Board Member	4/2023- Present
MicroGem (now Select Science)	705D Dale Ave, Charlottesville, VA 22903	Chief Human Resource Officer	x/2021-2023
William Patterson University	300 Pompton Rd, Wayne NJ 07470	Board Member	x/2012-Present

Item 3
LITIGATION

No litigation is required to be disclosed in this Item.

Item 4
BANKRUPTCY

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

Item 5
INITIAL FEES

Franchise Fee

When you sign your franchise agreement, you must pay us 50% ($15,000) of the $30,000 initial franchise fee—half of which ($7,500) goes to the referring broker/sales lead. This fee paid is uniform and is not refundable. The franchisor share covers time and expenses associated with unlimited demographic analysis, site search, business plans, financial/SBA consultation, lease negotiations, and pre-construction activities such as review of floor plans, building permits, etc. The remaining 50% ($15,000) is payable upon the signing of a lease or purchase contract for the site of your Spin Doctor® Franchise location—half of which is owed the referring broker/lead sales.

Multi-Unit Development

If you and we agree that you will develop multiple franchises, then you will sign our Multi-Unit Development Agreement ("MUDA") in the form of Exhibit C to this disclosure document. Your franchise fees will be reduced to $20,000 for the second, and each additional franchise. To "lock in territory" you will need to pay all franchise fees upon signing the MUDA. They are not refundable.

Item 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	6% of your gross sales	Monthly, on the 5th of each month.	See Note 1 and Note 2.
Marketing Fund Contribution	1.5% of your gross sales (delayed for 6 months after opening)	Monthly, on the 5th of each month.	

Type of Fee	Amount	Due Date	Remarks
Market Cooperative Contribution	As determined by co-op.	Monthly, on the 5th of each month.	With the agreement of the majority of local franchisees, we have the right to establish local or regional advertising cooperatives. The maximum contribution that a co-op may require is 5% of gross sales. No market cooperative is currently in operation.
Replacement / Additional Training Fee	$500 per day	Prior to attending training	If you send a manager or other employee to our training program after you open, for additional training we may charge our-current training fee.
Third Party Vendors	May increase up to actual costs of a Third-Party Vendor, plus reasonable administrative charge. Currently, none.	Varies	We have the reasonable right to require franchisees to use third-party vendors and suppliers that we designate. Examples can include computer support vendors, mystery shopping, and customer feedback systems. The vendors and suppliers may bill franchisees directly, or we have the right to collect payment for these vendors together with a reasonable markup of no more than 5% of actual costs or charge for administering the payment program.
Software Subscription	$100 to $200 per month	Monthly	We require you to use certain software as described in Item 11. You pay subscription fees directly to the software supplier, and not to us.
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 the required payment when due. The maximum amount of a late fee allowed by law and associated with a commercial business varies by state. In the state of Maryland, the maximum late fee allowed is $5 per month or 10% of the payment amount that is past due. Additionally, no more than three monthly late fees may be imposed for any single payment past due. An Example: Franchisee owes royalty fees of $900 x 0.10%= $90 per month late fee to maximum of $180
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. Insufficient fees are charged by banks, and allowed by law, range from $27 to $35 per occurrence. For example, if the bank fee is $25, that amount will be charged and owed by the Franchisee to the Franchisor.
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.
Special Support Fee	$600 per day, plus actual expenses.	On demand	If we provide in-person support at your site (beyond opening week) to you in response to your request, we may charge this fee plus any actual, documented, out-of-pocket expenses (i.e., travel, lodging, and meals for any employees of a franchisee that is 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 underreported gross sales by more than 3% for any 4-week period.

Type of Fee	Amount	Due Date	Remarks
Special Inspection Fee	$600, plus our out-of-pocket costs	On demand	Payable only if we conduct an inspection of your business as the result of a governmental report, customer complaint or other customer feedback, or your default of, 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.
Renewal Fee	$5,000	Upon renewal	Payable if you enter into a successor franchise agreement at the end of your agreement term. This renewal fee is for a renewal term of five years.
Transfer Fee	$10,000 plus any broker fees and other out-of-pocket costs we incur	When transfer occurs	Payable if you sell your business.
Liquidated Damages	An amount equal to royalty fees and marketing fund contributions for the lesser of (i) 2 years or (ii) the remaining weeks of the franchise term.	On demand	Payable if we terminate your franchise agreement because of your default of said payment, or if you terminate the franchise agreement without the right to do so. The liquidated damage provision is removed as it regards Washington State franchisees.
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), the losing party must pay the prevailing party's attorney fees, court costs, and other expenses.

With the exception of software subscription fees, most fees are payable to the Franchisor. Fees for all franchisees are uniform and non-refundable, 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 poised to impose fees on you.

Notes

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

2. We currently require you to pay royalty fees and other amounts due to us electronically by pre-authorized bank draft. However, we can require an alternative payment method.

Item 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT - FRANCHISE AGREEMENT

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial franchise fee (see Note 1)	$30,000 - $30,000	Wire transfer	Upon signing the franchise agreement	Us
Rent and Lease Security Deposit (see Note 2)	$10,000 - $20,000	Check	Upon signing lease	Landlord
Utilities	$5,000 - $10,000	Check, debit, and/or credit	Upon ordering service	Utility providers
Leasehold Improvements	$75,000 - $400,000	Check	As incurred or when billed	Contractors
Market Introduction Plan	$2,000 - $5,000	Check, debit, and/or credit	As incurred or when billed	Vendors and suppliers
Furniture, Fixtures, and Equipment	$200,000 - $525,000	Check, debit, and/or credit	As incurred	Vendors and suppliers
POS and Operating Systems	$50,000 - $150,000	Check, debit, and/or credit	As incurred	Vendors and suppliers
Insurance	$3,000 - $5,000	Check	Upon ordering	Insurance company
Signage	$15,000 - $25,000	Check, debit, and/or credit	Upon ordering	Vendor
Office Expenses	$3,000 - $7,000	Check, debit, and/or credit	As incurred	Vendors
Inventory	$3,000 - $5,000	Check, debit, and/or credit	Upon ordering	Vendors
Licenses and Permits	$21,000 - $60,000	Check	Upon application	Government
Dues and Subscriptions	$1,000 - $3,000	Check, debit, and/or credit	As incurred	Vendors, trade organizations
Professional Fees (lawyer, accountant, etc.)	$25,000 - $50,000	Check, debit, and/or credit	As incurred or when billed	Professional service firms
Travel, lodging, and meals for initial training	$2,000 - $5,000	Cash, debit, or credit	As incurred	Airlines, hotels, and restaurants
Additional funds (for first 3 months) (see Note 3)	$45,000 - $100,000	Varies	Varies	Employees, suppliers, utilities
Total (see Note 4)	$490,000 - $1,400,000			

YOUR ESTIMATED INITIAL INVESTMENT - MULTI UNIT DEVELOPMENT AGREEMENT

Type of expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
First Franchise (see table, Item 6, above)	$490,000 - $ 1,400,000	Wire Transfer	50% upon signing of Franchise Agreement 50% when lease or purchase agreement signed for site	Spin Doctor® Franchise LLC.
Additional Initial Franchise Fees For 2-4 Additional Units (see Note 5)	$20,000 - $ 80,000	Wire transfer	Upon signing the MUDA or to secure additional locations	Spin Doctor® Franchise LLC.
Business Planning and Miscellaneous Expenses	$25,000 - $ 50,000	Wire Transfer	As incurred	Vendors and suppliers
Total	$535,000 - $ 1,530,000			

Notes

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

2. Our estimates in this table assume you pay two month's rent plus a security deposit before you open for business. For this to occur, you would not have been able to negotiate a "free rent" period for the time it takes to build out your business. We expect that you will rent your location. If you choose to purchase real estate instead of renting, your costs will be different.

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, rent, and other operating expenses in excess of income generated by the business. It does not include any salary or compensation for you. In formulating the amount required for additional funds, we relied on the following factors, basis, and experience: the development of a Spin Doctor® Laundromat business by our affiliate, and our general knowledge of the industry.

4. There are multiple Spin Doctor® franchise models: The low end of the range assumes that the business will occupy a smaller footprint of approximately 2,000 sq ft, whereas the higher end of the range assumes a footprint of 3,000 sq ft or larger with the capacity to incorporate more equipment or symbiotic services.

5. This estimate assumes you signed a Multi-Unit Development Agreement for two or more franchises. The franchise fee for your first unit is counted in the "Estimated Initial Investment – Franchise Agreement" table. Your initial franchise fees are reduced to $20,000 for the second and each additional franchise. You will pay all franchise fees upon signing the MUDA to secure the locations.

Item 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Generally

The Franchisor will always look for the best value, however under some conditions (i.e. equipment manufacturer agreements) we have the right to require you to purchase or lease goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating your business (1) either from us or our designee, or from suppliers approved by us, or (2) according to our specifications.

Specific Obligations

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

A. Real Estate. Your business location is subject to our approval and must meet our specifications. You must use reasonable efforts to have your landlord sign our Rider to Lease Agreement form (attached to this disclosure document as Exhibit D).

B. Insurance. You must obtain insurance as described in the Franchise Agreement and in our Operations (Team) Manual, which includes (i) "Special" causes of loss coverage forms, including fire and extended coverage, crime, vandalism, and malicious mischief, on all property of the Business, for full repair and replacement value (subject to a reasonable deductible); (ii) Business interruption insurance covering at least 12 months of income; (iii) 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, (iv) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000, and (v) Workers Compensation coverage as required by state law. Your policies (other than Workers Compensation) must list us and our affiliates as an additional insured, must include a waiver of subrogation in favor of us and our affiliates, must be primary and non-contributing with any insurance carried by us or our affiliates, and must stipulate that we receive 30 days' prior written notice of cancellation.

C. Point-of-sale software and hardware, and related software and hardware. You must purchase (or lease) the point-of-sale (POS) software and hardware, and related software and hardware, that we specify. See Item 11 for more details.

D. Equipment and Technology. You will be required to purchase the primary laundry systems and equipment from our approved suppliers.

Us or our Affiliates as Supplier

Neither we nor any affiliate is currently a supplier of any goods or services that you must purchase, although we reserve the right to be a supplier (or the sole supplier) of a good or service in the future.

Ownership of Suppliers

None of our officers has or owns an interest in any supplier to our franchisees.

Alternative Suppliers

You are permitted to contract with an alternative supplier, however in the interest of safeguarding brand standards we reserve the right to evaluate the supplier's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. There is no fee for us to review or approve an alternate supplier and our criteria for approving said supplier is not available to you. The request must be in writing, and we will respond, in kind, within ten(10) business days. We may also revoke past approvals of suppliers upon written notice to you.

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 Operations (Team) Manual and/or issuing new written directives (which will 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 currently do not derive revenue from the required purchases and leases from franchisees. However, the franchise agreement does not prohibit us from doing so.

Fiscal year-end date is December 31.

Proportion of Required Purchases and Leases

We estimate that the required purchases and leases to establish your business are 70% to 80% of your total purchases and leases to establish your business.

We estimate that the required purchases and leases of goods and services to operate your business are 65% to 75% of your total purchases and leases of goods and services 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 negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees. This includes negotiated discounts on washers, dryers, card and operating systems, furniture and other items which will be used in the set up and build - out of your laundromat. .

Products will be purchased from regionally authorized Electrolux Professional agents and distributors at pre-negotiated discounts.

Washers and dryers, which make up the bulk of the purchase when buying a laundromat, have been negotiated for franchisees at a significant discount from standard retail pricing on those products. Discounts on ancillary products (tables, chairs, card system, carts, etc.) vary widely and change often, but we have negotiated a significant discount on standard retail pricing on those types of products. At any time, vendors may lower list prices and disallow discounts, of any kind, altogether.

Franchisees may receive rebates from authorized dealers based on volume.

Benefits Provided to You for Purchases

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

Item 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section In agreement	Disclosure document item
a. Site selection and acquisition/lease	§§ 6.1, 6.2	Item 11
b. Pre-opening purchase/leases	§§ 6.2, 6.3	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	Article 6	Items 5, 7, 8 and 11
d. Initial and ongoing training	§§ 5.4, 6.4, 7.6	Items 5, 6, 8 and 11
e. Opening	§§ 6.5, 6.6	Items 7, 8 and 11
f. Fees	Article 4, §§ 5.5, 7.8, 8.4, 10.5, 11.2, 11.3, 14.5, 15.2, 16.1, 17.6	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	§§ 6.3, 7.1, 7.3, 7.5, 7.9 – 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

Obligation	Section In agreement	Disclosure document item
j. Warranty and customer service requirements	§§ 7.3, 7.8, 7.9	Item 8
k. Territorial development and sales quotas	§ 2.2	Item 12
l. Ongoing product/service purchases	Article 8	Items 6 and 8
m. Maintenance, appearance, and remodeling requirements	§§ 3.2, 7.12, 7.13, 15.2	Items 6, 7 and 8
n. Insurance	§ 7.15	Items 6, 7 and 8
o. Advertising	Article 9	Items 6, 7, 8 and 11
p. Indemnification	Article 16	Items 6 and 8
q. Owner's participation/management/staffing	§ 2.4	Items 15
r. Records and reports	Article 10	Item 11
s. Inspections and audits	§§ 10.5, 11.2	Items 6 and 11
t. Transfer	Article 15	Items 6 and 17
u. Renewal	§ 3.2	Items 6 and 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 loan, note, lease, or obligations.

If requested, we may recommend a third-party lender that may offer financing for fees or equipment to those franchisees that meet certain criteria determined by such lender. We do not receive any revenue from such recommendations or arrangements.

If you intend to finance your Franchised Business with loans backed by the Small Business Administration (SBA), you must sign the SBA Addendum to Franchise Agreement attached to this disclosure document as Exhibit K. We do not guarantee you will be approved for SBA financing.

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

This section outlines assistance that the Franchisor is required to provide under a franchise, multi-unit development or other agreement such as a corporate store partnership. 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.* Your site. We will perform demographic studies in accordance with the Coin Laundry Association Gold Series Research Series "Demographic Analysis & Site Selection" guidelines as well as Spin Doctor® Laundromat standards for up to three (3)locations in your proximity then review and advise you regarding leasing or acquiring one of the potential sites within the above-mentioned locations that you submit to us. (Section 5.4).Time period to leasing or acquiring a Franchisor approved site is one 6-12 months from the execution date of the Franchise Agreement.

If you sign a Multi-Unit Development Agreement, we will approve the location of future sites and territories for those sites, and our then-current standards for sites and territories will apply.

(i) We generally do not own your premises.

(ii) If your site is not already known and approved by us when you sign your franchise agreement, then we and you will specify in your franchise agreement the area in which we have advised you to select a site (Franchise Agreement, Summary Page). Your site is subject to our approval. To obtain our approval, you must provide all the information and documents about the site that we require.

(iii) The factors we consider in approving sites are general location and neighborhood, competition, trade area demographics, traffic patterns, parking, size, physical characteristics of existing buildings, and lease terms.

(iv) The time limit for us to approve or disapprove of a proposed site is 30 days after you submit all required documents and information. (Section 6.1). If we and you cannot agree on a site, you will be unable to comply with your obligation to develop and open the franchise by the deadline stated in the franchise agreement. Unless we agree to extend the deadline, you will be in default, and we may terminate your franchise agreement.

(v) We are not obliged to assist you in conforming the premises of your site to local ordinances and building codes and obtaining any required permits. This will be your responsibility.

B. *Constructing, remodeling, or decorating the premises*. We will provide you with a set of our standard building plans and specifications and/or standard recommended floor plans, and our specifications for required décor. (Section 5.4)

C. *Hiring and training employees*. An "Attended" laundromat is one in which the franchisee hires staff to serve or attend to customers. Spin Doctor® Franchising offers Attended (i.e., "Standard" and "Metro"), and "self-serve"/non-Attended (i.e., "Mini") models. If you elect to own an attended model, 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. Our opening support (as described below) includes assisting you in training employees. All hiring decisions and conditions of employment are your sole responsibility.

D. *Necessary equipment, signs, fixtures, opening inventory, and supplies.* We will provide you with a list of our specifications and approved suppliers for equipment, signs, fixtures, opening inventory, and supplies necessary to open your business. (Section 5.4) We do not provide these items directly; we only provide the names of approved suppliers. We do not deliver or install these items.

E. *Operations (Team) Manual*. You will receive a hard copy and online access to any updates or revised pages. Volume #1 of the manual contains 265 pages. (Section 5.1).

F. *Initial training program.* We will conduct our initial training program. (Section 5.4). The current initial training program is described below. You will be given a copy of the Spin Doctor® Training Manual to enable you to train your staff. .

G. *Business Plan review*. We will supply you with a pre-opening business plan incorporating financial projections. (Section 5.4)

H. *Marketing & Advertising Catalog* We will advise you regarding the utility and execution of this catalog (Section 5.4) prior to the opening of your business. And, we will have a representative providing on-site support for at least 4 days in connection with the opening of your business. (Section 5.4). The flagship/corporate store opened in September 2012 and there was no fiscal year (ending December 31), in which advertising expenditures were not made.

Length of Time to Open

The typical length of time between signing the franchise agreement and the opening of your business is 6-12 months depending primarily on finding appropriate real estate for the franchised business location. Other factors that may affect the duration include: Your ability to obtain a lease, acquire financing, develop your location, secure necessary construction permits and business licenses, and hire employees.

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 oblige us to do so.

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). This includes an Operations (Team) and Training Manual with curriculum and materials designed to impart knowledge and to test competency on subjects that are key to the success and retention of new staff (Section 5.3). All hiring decisions and conditions of employment are your sole responsibility.

C. *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 at your site in response to your request, we may charge a fee (currently $600 per day) plus any out-of-pocket expenses (such as travel, lodging, and meals for our employees providing onsite support). (Section 5.5)

D. *Establishing prices*. We will advise you on recommended prices for products and services. (Section 5.5). We reserve the right to determine prices charged by our franchisees for goods and services (but only to the extent permitted by applicable law).

E. *Establishing and using administrative, bookkeeping, accounting, and inventory control procedures.* We will provide you with our procedures for administration, bookkeeping, accounting, and inventory control (Section 5.5). To be consistent across our franchise family we are likely to make any such procedures required.

F. *Marketing Fund*. We will administer the Marketing Fund (Section 5.5) and prepare an unaudited annual financial statement of the account within 120 days of the close of our fiscal year and will provide a financial statement to you upon request. (Section 9.3)

G. *Website*. We will maintain a website(s) associated with the Spin Doctor® Laundromat brand, which will include your business information and telephone number. (Section 5.5)

<u>Advertising</u>

Our obligation. We will use the Marketing Fund only for costs related to marketing and related promotional functions affecting franchisees, globally. Media coverage is primarily on a local level. Be aware that we use both internal and outside vendors to produce marketing materials and are not required to direct any spending to the area or territory where a particular franchisee is located. We will maintain the brand website (which will be paid for by the Marketing Fund). As a franchisee you have access to the Spin Doctor® Marketing and Advertising Catalog, and to our in-house agency to "localize" selections therein. The in-house agency is obligated to assist with the production of any catalog listing, but it is under no obligation to create or produce additional promotional or advertising material for your specific franchise.

Your own advertising material. You may use your own advertising or marketing material to promote your franchise only with our approval. To obtain approval, submit the proposed advertising or marketing material to the in-house agency at least fourteen days prior to use. If you develop any advertising or marketing materials without review, we may appropriate those materials for any purpose, without remuneration to you. You will have access to our in-house marketing and advertising agency to develop your proposed advertising and marketing materials within brand standards, additional, though significantly discounted, fees will apply.

Advertising council. We do not have an advertising council composed of franchisees. The franchise agreement does not give us the power to form an advertising council.

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

Marketing Fund. All franchisees must contribute to our Marketing Fund ("Fund"), which we administer. Your contribution is 1.5% of gross sales per month, and we reserve the right to have other franchisees contribute a different amount and/or at a different rate. Outlets that we own are not obliged to contribute to the Marketing Fund. This fund is not audited; however, we will make unaudited annual financial statements available to you upon request.

Because we are a new franchisor, we did not spend any money from the Fund in our most recently concluded fiscal year.

If less than 100% of monies in the Fund are spent in the fiscal year in which they accrued, the balance will rollover to be spent in the next year.

No money from the Fund is spent principally on soliciting new franchisees.

Market Introduction Plan. As part of the Spin Doctor® franchise family, we will provide you with a launch plan indicating the parts of your sponsored Grand Opening Packet.

Operating and Computer Systems

- For a full-service (i.e., “Standard”) Spin Doctor® Franchise Model, we require you to buy or lease the following hardware or software:
- Cash register or point-or-sale (POS)system
- At least one computer (preferably laptop)
- QuickBooks™ accounting software
- Microsoft Office software
- Security Camera system
- Professional laundry scale
- LaundryCard/Payment System*

* The system is comprised of the primary operating systems used to manage the day-to-day business incorporating equipment, staff (if, an “Attended” franchise model), and customers. These systems generate and store data such as customer contact information and activity, revenue, operational status, and other statistics related to the management of the laundry service business.

We estimate that these systems will cost between $50,000 and $100,000 to purchase; the range associated with the number of hardware interfaces necessary for your site.

We are not obliged to provide any ongoing maintenance, repairs, upgrades, or updates. We do not require that you enter any such contract with a third party.

You must upgrade or update any system when we determine it is necessary based primarily on system manufacturer recommendation. There is no contractual limit on the frequency or cost of this obligation.

We estimate that the monthly cost of any optional or required maintenance, updating, upgrading, or support contracts will be $100 to $200 per month.

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.

Operating (Team) Manual

See Exhibit G for the table of contents of our Operating (Team) Manual with the number of pages (as of this date) devoted to each subject. Content updates and revisions are available, on demand, from the company extranet. Volume 1 of the aforementioned manual contains 265 pages.

Training Program

Our training program consists of the following:

STAFF TRAINING PROGRAM

Subject	Hours of Instruction (Classroom, Online & Self-Study)	Hours of Instruction (On-The-Job)	Location
Getting Started with Spin Doctor® [Culture, history, and basic setup. References include Operations (Team) and Training Manual, plus other orientation materials]	2	2	Hamilton, NJ, or Your Location
Operations Basics	2	2	Hamilton, NJ, or Your Location
Pricing	2	1	Hamilton, NJ, or Your Location
Onboarding,	1	1	Hamilton, NJ, or Your Location
The Customer Experience	2	3	Hamilton, NJ, or Your Location
Customer Interactions: Setting Expectation, Managing Relationships, and Retaining Customers	3	5	Hamilton, NJ, or Your Location
Attendent Duties	2	2	Hamilton, NJ, or Your Location
Opening the Location	1	1	Hamilton, NJ, or Your Location
Closing the Location	1	1	Hamilton, NJ, or Your Location
Other Procedure Reviews / Miscellaneous	3	2	Hamilton, NJ, or Your Location
Equipment Maintenance	1	5	Hamilton, NJ, or Your Location
FAQ's	1	1	Hamilton, NJ, or Your Location
Total	21	26	

ADDITIONAL TRAINING PROGRAM FOR FRANCHISEES

(OWNER / OPERATOR / MANAGER)

Subject	Hours of Classroom, self-study or remote training	Hours of On-The-Job Training	Location
Pre-Opening Readiness: **- Location Build-Out Checklist** **- Travel to Corporate (franchisor) Location** **- Technology Set Up**	3	2	Hamilton, NJ, or Your Location
Business Management Basics: **- Operations Manual and FAQs** **- Manager Checklist** **- Company Values** **- Culture of Recognition** **- Problem-Solving & Troubleshooting basics**	5	2	Hamilton, NJ, or Your Location
Operations Basics: **- Maintenance of Spreadsheets, Documents, and Forms** **- Manager and Group Tasks List** **- Managing the Procedure Checklist**	2	1	Hamilton, NJ, or Your Location
Human Resources Functions: **- Interviewing, Hiring, & Firing** **- Coaching, Providing Feedback, and Performance Management**	6	2	Hamilton, NJ, or Your Location
Advertising / Marketing: **- Advertising Procedure & Strategy Calendar** **- Online Advertising** **- Offline/In-Person Partnerships** **- In-Store Promotion / Signage** **- Additional Pre-Opening Expectations** **- Press Releases**	5	2	Hamilton, NJ, or Your Location
Payroll: **- Software Setup & Overview** **- Procedure & Checklist** **- Bonus / Incentives**	2	1	Hamilton, NJ, or Your Location
Staff Scheduling: **- Software Setup & Overview** **- Schedule Management Procedure**	2	0	Hamilton, NJ, or Your Location
TOTALS:	**25**	**10**	

ADDITIONAL PROGRAMS FOR FRANCHISEES

Training classes will be scheduled in accordance with the needs of new franchisees. We anticipate holding training classes three to six (6) times per year. The training will be held at our offices and business location in Hamilton, New Jersey, or Washington, DC. We reserve the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the initial training program.

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

Training classes will be led or supervised by Ms. Cathy McBarnette. Her experience is described in Item 2. She has more than twelve years of experience in our industry, and more than a decade of management and marketing experience with leading international corporations. .

There is no fee for up to two (2) people to attend the training. You must pay for the travel and living expenses of people attending training.

You must attend training, but you may also invite additional individuals (up to the maximum described above). Please note that you must complete the training to our satisfaction at least four weeks before opening your business.

Your business must operate under your supervision or that of a general manager who has completed our training program. If you need to send a new (e.g., assigned or hired) general manager to our training program, a fee will be imposed; currently $500 per day. Currently, we do not require additional training programs or refresher courses, but we reserve the right to.

Item 12
TERRITORY

Your Location

Your franchise is for a specific location. If the specific location is not known at the time you sign a franchise agreement, then your location is subject to our approval.

Grant of Territory

Your franchise agreement will specify a territory which will be determined by us. Your territory will have a population of approximately 20,000 people. Your territory will usually be specified as the geographic area within a twenty-five-mile radius around your residence or current business location; however, we may use other boundaries (such as county lines or other political boundaries, streets, geographical features, or trade area).

Relocation; Establishment of Additional Outlets

You do not have the right to relocate your business, and we have no obligation to approve any request for relocation. Our policy is to approve relocation of a franchisee’s business on a case-by-case basis, considering factors such as changes in demographics, profitability of your current business, or a loss of your premises due to circumstances beyond your control.

You do not have the right to establish additional franchised outlets unless you sign a Multi-Unit Development Agreement (“MUDA”) in the form attached as Exhibit C to this disclosure document. If you and we sign a MUDA, then you will have the right to establish a mutually agreed number of additional outlets on a mutually agreed schedule. Under the MUDA, your right to develop additional outlets is subject to (1) you must comply with the mutually-agreed development schedule, (2) you must have sufficient financial and organizational capacity to develop, open, operate, and manage each additional Spin Doctor® Laundromat business, (3) you must be in compliance with all brand requirements at your open Spin Doctor® Laundromat business(es), and (4) you must not be in default under any other agreement with us. We will approve the location of future sites and territories for those sites, and our then-current standards for sites and territories will apply. You are not obligated to develop additional outlets under the MUDA, and you may terminate it any time without penalty. If you do not meet your development schedule in the MUDA, we have the right to terminate your right to develop additional outlets.

Options to Acquire Additional Franchises

If you intend on opening additional locations, you will have the right to first refusal for two units. However, to exercise this right you must pay a non-refundable franchise fee of $20,000 for each additional location.

Territory Protection

In your franchise agreement, we grant you a specific territory where no other locations will be placed in your market. However, this does not give you exclusivity to the customers located in your territory as customers can visit locations in any market. In your territory, we will not establish either a company-owned or franchised outlet selling the same or similar goods or services under the same or similar trademarks or service marks as a Spin Doctor® Laundromat outlet. The continuation of your territorial protection does not depend on achieving a certain sales volume, market penetration, or other contingency. There are no circumstances that permit us to modify your territorial rights.

You will not receive exclusive territory.

You may face competition from, for example, consumer laundry pickup and delivery or commercial (B2B) accounts generated by other franchisees, outlets that we own, other channels of distribution, or competitive brands that we control.

Restrictions on Us from Soliciting or Accepting Orders in Your Territory

There are no restrictions on us from soliciting or accepting orders from consumers inside your territory. We reserve the right, however, to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory using our principal trademarks or using trademarks different from the ones you will use under your franchise agreement. We do not pay any compensation to you for soliciting or accepting orders from inside your territory.

Soliciting by You Outside Your Territory

You have the right to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing, to make sales outside your territory, but not in any held by another Spin Doctor Franchisee. To that end, we reserve the right to restrict you from soliciting or accepting orders from consumers outside of your territory.

Competition by Us Under Different Trademarks

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

Item 13
TRADEMARKS

Principal Trademark

The following is the principal trademark that we license to you. This trademark is owned by Cathy McBarnette, Founder of Spin Doctor® Laundromats, LLC and Principal of Princeton International Technology, LLC. It is registered in the Principal Register of the United States Patent and Trademark Office.

Trademark	Registration Date	Registration Number
Spin Doctor LAUNDROMAT	3/05/2013	4298677
The Cure for Dirty Clothes®	11/06/2012	4237472

Both registrations have been renewed according to Sections 8 and 9.

Determinations

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

Litigation

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

Agreements

Cathy McBarnette owns the trademarks described in this Item. Under an Intercompany License Agreement between us and Princeton International Technology, LLC, we have been granted the exclusive right to sublicense the trademarks to franchisees throughout the United States. The agreement is for perpetual duration. It may be modified only by mutual consent of the parties. It may be canceled by the registered owners 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. The Franchisor has filed all required affidavits.

Protection of Rights

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

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

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

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

Superior Prior Rights and Infringing Uses

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

Item 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

We do not currently, own rights in, or licenses to, patents that are material to the franchise. We do not have any pending patent applications. We do own a registered trademark (Spin Doctor® Laundromats) and slogan (The Cure for Dirty Clothes®).

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 Marketing & Advertising Catalog, Training and Operations (Team) Manual as well as all other sales, training, management, and other materials that we have created or will create. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for your franchised business.

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

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

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

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

Proprietary Information

We have a proprietary, confidential Operations (Team) and Training Manual, Marketing and Advertising Catalog, Logo Style Guide and related materials that include guidelines, standards and policies for the development and operation of your business. We also claim proprietary rights in other confidential information or trade secrets that include all methods for developing and operating the business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information, and expertise.

You (and your owners, if the franchise is owned by an entity) must protect the confidentiality of all confidential and proprietary information, and you must use this information only for your franchised business. We may require your managers and key employees to sign confidentiality agreements. Any sharing or use of Spin Doctor® information outside of Spin

Doctor® Laundromats is a violation of the Franchise Agreement, and the company reserves the right to use any legal remedy possible to enforce this right.

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

Your Participation

While you are not required to participate personally in the direct operation of your business, we strongly recommend that you do.

You must designate one person as your "Principal Executive." The Principal Executive is the franchisee company member that is primarily responsible for managing the day-to-day operation of 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. While most meetings will be by video conference (i.e., Zoom or Microsoft Teams), the Principal Executive must make a reasonable effort to attend all meetings including regional or national brand conferences that we schedule.

If your business is owned by an entity, all owners of the business must sign our Guaranty and Non-Compete Agreement (see Attachment 3 to Exhibit B).

"On-Premises" Supervision

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

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

Restrictions On Your Manager

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

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer all goods and services that we require for sale. We have the right to change the types of authorized goods or services, and there are no limits on our right to make changes. All goods and services for sale must not detract from the integrity of Spin Doctor® brand standards. We do not restrict your access to customers, except that all sales must be made at or from your Spin Doctor® site or work location.

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 initial franchise Term	Franchise Agreement (FA): § 3.1 Multi-Unit Development Agreement (MUDA): none	10 years from date of franchise agreement.
b. Renewal or Extension of the Term	FA: § 3.2 MUDA: none	Franchise Agreement will renew every 5-years.
c. Requirements for Franchisee to Renew or Extend	FA: § 3.2 MUDA: none	For our franchise system, “renewal” means that your franchise will be a recognized, universally, as a representative of the Spin Doctor® brand beyond the expiration date of your original franchise agreement. If you elect to do so, 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 updated but not materially different terms and conditions, than your original contract, To renew, you must give advance notice to us; be in compliance with all contractual obligations to us and third parties; renovate to our then-current standards; sign then-current form of franchise agreement and related documents (including personal guaranty); pay renewal fee; sign general release (unless prohibited by applicable law). If you continue operating your franchise after the expiration of the term without a renewal agreement, then we may either terminate your operation at any time or deem you to have renewed your agreement for a 5-year term and collect the renewal fee.
d. Termination by Franchisee	FA: § 14.1	If we violate the material provision of the franchise agreement and fail to cure or to make

Provision	Section in franchise or other agreement	Summary
	MUDA: § 4	substantial progress toward curing the violation within 30 days after receiving notice from you.
e. Termination by Franchisor Without Cause	Not Applicable	
f. Termination by Franchisor with Cause	FA: § 14.2 MUDA: § 4	We may terminate your agreement for cause, subject to any applicable notice and cure opportunity. If you sign a Multi-Unit Development Agreement, termination of your MUDA does not give us the right to terminate your franchise agreement. However, if your franchise agreement is terminated, we have the right to terminate your MUDA.
g. “Cause” Defined—Curable Defaults	FA: § 14.2 MUDA: none	Non-payment by you (10 days to cure); violate franchise agreement other than non-curable default (30 days to cure).
h. “Cause” Defined—Non-Curable Defaults	FA: § 14.2 MUDA: § 4	FA: Misrepresentation when applying to be a franchisee; knowingly submitting false information; bankruptcy; lose possession of your location; violation of law; violation of confidentiality; violation of non-compete; violation of transfer restrictions; slander or libel of us; refusal to cooperate with our business inspection; cease operations for more than 5 consecutive days; three defaults in 12 months; cross-termination; charge or conviction of, or plea to a felony, or commission or accusation of an act that is reasonably likely to materially and unfavorably affect our brand; any other breach of franchise agreement which by its nature cannot be cured. MUDA: failure to meet development schedule; violation of franchise agreement or other agreement which gives us the right to terminate it.
i. Franchisee’s Obligations on Termination/Non-Renewal	FA: §§ 14.3 – 14.6 MUDA: none	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.

Provision	Section in franchise or other agreement	Summary
j. Assignment of Agreement by Franchisor	FA: § 15.1 MUDA: § 7	Unlimited
k. "Transfer" By Franchisee Defined	FA: Article 1 MUDA: Background Statement	For you (or any owner of your business) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the business, (ii) the franchise agreement, (iii) any direct or indirect ownership interest in the business, or (iv) control of the business.
l. Franchisor's Approval of Transfer by Franchisee	FA: § 15.2 MUDA: § 7	No transfers without our approval.
m. Conditions for Franchisor's Approval of Transfer	FA: § 15.2 MUDA: none	Pay transfer fee of $10,000; buyer meets our standards; buyer is not a competitor of ours; buyer and its owners sign our then-current franchise agreement and related documents (including personal guaranty); you've made all payments to us and are in compliance with all contractual requirements; buyer completes training program; you sign a general release; business complies with then-current system specifications (including remodel, if applicable).
n. Franchisor's Right of First Refusal to Acquire Franchisee's Business	FA: § 15.5 MUDA: none	If you want to transfer your business (other than to your co-owner or your spouse, sibling, or child), we have a right of first refusal.
o. Franchisor's Option to Purchase Franchisee's Business	Not Applicable	This provision is subject to state law.
p. Death or Disability of Franchisee	FA: §§ 2.4, 15.4 MUDA: none	If you die or become incapacitated, a new principal executive acceptable to us must be designated to operate the business, and your executor must transfer the business to an approved new owner within nine months.
q. Non-Competition Covenants During the Term of The Franchise	FA: § 13.2 MUDA: none	Neither you, any owner of the business, or any spouse of an owner may have an interest in ownership, lend money, or provide financial assistance to, provide services to, or be employed by, any competitor. Non-competition provisions are subject to state law.

Provision	Section in franchise or other agreement	Summary
r. Non-Competition Covenants After the Franchise Is Terminated or Expires	FA: § 13.2 MUDA: none	For two years, neither you, any owner of the business, nor any spouse of an owner may have ownership interest in, lend money, or provide financial assistance to, provide services to, or be employed by a competitor located within ten miles of your former territory or the territory of any other Spin Doctor® Laundromat business operating on the date of termination. Non-competition provisions are subject to state law.
s. Modification of The Agreement	FA: § 18.4 MUDA: § 7	No modification or amendment of the 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	FA: § 18.3 MUDA: none	Only the terms of the agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement (or MUDA) may not be enforceable. However, no claim made in any franchise agreement (or MUDA) is intended to disclaim the express representations made in this Disclosure Document.
u. Dispute Resolution by Arbitration or Mediation	FA: § 17.1 MUDA: § 7	All disputes are resolved by arbitration (except for injunctive relief) (subject to applicable state law).
v. Choice of Forum	FA: §§ 17.1; 17.5 MUDA: § 7	Arbitration will take place in Delaware (subject to applicable state law). Any legal proceedings are 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	FA: § 18.8 MUDA: § 7	Delaware (subject to applicable state law).

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

Item 18
PUBLIC FIGURES

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

Item 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

Set forth is certain data about the financials from Spin Doctor® Laundromat, LLC from first half of 2025 , Table 1: 1/01/2025 – 6/30/2025. At the time of this Disclosure Document,. the company owned location in Hamilton, NJ that opened in 201, is currently a franchise operation. .

Table 1

Profit and Loss % of Total Income
Spin Doctor Laundromats, LLC
January 1-June 30, 2025

	Total	
	Jan 1 - Jun 30 2025	**% of Income**
Total Income	**$242,336**	**100.00%**
Cost of Goods Sold		
50000 Cost of Goods Sold	$2,375	0.98%
50001 Costco	$42	0.02%
Total for 50000 Cost of Goods Sold	**$2,417**	**1.00%**
Gross Profit	**$239,919**	**99.00%**
Expenses		
60000 Advertising and Promotion	$4,386	1.81%
60001 CNS	$1,430	0.59%
Total for 60000 Advertising and Promotion	**$5,816**	**2.40%**
60400 Bank Service Charges	$1,638	0.68%
60401 Paymentech	$2,379	0.98%
Total for 60400 Bank Service Charges	**$4,017**	**1.66%**
61000 Business Licenses and Permits	$140	0.06%
61700 Computer and Internet Expenses	$2,310	0.95%
62500 Dues and Subscriptions	$663	0.27%
63310 General Liability Insurance	$3,089	1.27%
Total for 63300 Insurance Expense	**$3,089**	**1.27%**
64300 Meals and Entertainment	$431	0.18%
64900 Office Supplies	$116	0.05%
Total for 66000 Payroll Expenses	**$48,151**	**19.87%**
66500 Postage and Delivery	$6	0.00%
66700 Professional Fees	$4,399	1.82%
67101 Hilton Realty-PAK SC	$39,007	16.10%
Total for 67100 Rent Expense	**$39,007**	**16.10%**
67200 Repairs and Maintenance	$17,454	7.20%
67201 A.C. Power, Co	$1,013	0.42%
67202 Home Depot	$19	0.01%
Total for 67200 Repairs and Maintenance	**$18,486**	**7.63%**
68100 Telephone Expense	$198	0.08%
68600 Utilities	$15,024	6.20%
68601 PSEG- Electricity	$21,146	8.73%
68602 PSE&G-Gas	-$5,298	-2.19%
68603 Trenton Water Works	$4,279	1.77%
68604 Hilton Realty- Sewer	$391	0.16%
Total for 68600 Utilities	**$35,542**	**14.67%**
68880 Office Expense	$508	0.21%
68881 ADT	$401	0.17%
Total for 68880 Office Expense	**$909**	**0.37%**
Operating Expenses	$1,365	0.56%
Selling Supplies	$195	0.08%
Total for Operating Expenses	**$1,560**	**0.64%**
Reimbursements	$1,028	0.42%
Total for Expenses	**$165,868**	**68.45%**
Net Operating Income	**$74,052**	**30.56%**
69990 Uniform Expense	$636	0.26%
Total for Other Expenses	**$636**	**0.26%**
Net Other Income	**-$636**	**-0.26%**
Net Income	**$73,416**	**30.30%**

Accrual Basis Thursday, July 03, 2025 03:39 PM GMTZ

Notes:

1. The foregoing data are historical financial performance representations. They are not projections of future performance.

2. "Total Income" means the total revenue derived from the sale of goods or services less sales tax, discounts, and returns. "Cost of Goods Sold" means all of the direct expenses associated with the cleaning products sold in the business. "Gross Profit" is the Gross Sales minus the Cost of Goods Sold. The detailed expenses include costs associated with operating the franchised business and are itemized per expense. "Total Expenses" is then the total of the associated operating expenses and "Net Operating Income" equates to the Total Income minus the Total Cost of Goods Sold and Total Expenses.

3. The expenses described in Table 1 do not include royalty fees or other fees you would owe us as the franchisor. In order to calculate Net Operating Income for a Franchise owned location, you would need to subtract the expenses for Royalties (6%) and Marketing Fund Fees (1.5%).

   For this company owned location, these fees would have been:

   Royalties = $30,931

   Marketing Fund = $7,733

4. The expenses described in Table 1 do not include any compensation paid to our owners.

5. Some outlet(s) (e.g., corporate) have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much. 6. Written substantiation of the information contained in this Item 19 will be made available to prospective franchisees upon reasonable request.

Except for what is included in this Item 19, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Ms. Cathy McBarnette, at Email: info@spindoctorfranchise.com or Tel: 609-241-9124, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Standard Model Outlet Summary
For Years 2023 to 2025

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 Standard Model	2023	0	0	0
	2024	0	0	0
	2025	0	1	1
Company-Owned Standard Model	2023	1	1	0
	2024	1	1	0
	2025	1	0	1
Total Outlets Standard Model	2023	1	1	0
	2024	1	1	0
	2025	1	1	0

Table 2
Transfers of Standard Outlets from Franchisees to New Owners
(other than the Franchisor)
For Years 2023 to 2025

Column 1 State	Column 2 Year	Column 3 Number of Transfers
N/A	2023	0
	2024	0
	2025	0
Total	2023	0
	2024	0
	2025	0

Table 3
Status of Standard or Other Franchised Outlets
For Years 2023 to 2025

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
N/A	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Totals	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1

Table 4
Status of Standard or Other Company-Owned Outlets
For Years 2023 to 2025

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
New Jersey	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	1	1
Totals	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	1	1

Table 5
Projected Openings as of December 31, 2025

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
New Jersey	2	2	0
New York	1	1	0
Pennsylvania	0	0	0
Texas	4	1	0
Minnesota	1	1	0
Florida	1	1	0
Georgia	1	1	0
California	0	0	0
Totals	10	7	0

Current Franchisees

Exhibit H 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 H 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

Spin Doctor® Franchising, LLC (Franchisor) has not been in business for three years and cannot include the requisite financial statements for that operating period as required by the Franchise Rule of the Federal Trade Commission. Our fiscal year ends on December 31, the audit in Section H was prepared in May 22, 2026 and contains financials for year-end 2024 and 2025, while unaudited statements reflect the financials for fiscal quarter-to- date ending June 17, 2026 for the Franchisor.

Item 22
CONTRACTS

Copies of all proposed agreements regarding this franchise offer are attached to the following Exhibits:

B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
C. Multi-Unit Development Agreement
D. Rider to Lease Agreement
E. Form of General Release
J. State Addenda to Agreements

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	Department of Financial Protection and Innovation 651 Bannon Street Suite 300 Sacramento, CA 95811- 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 Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	
Minnesota	Minnesota Department of Commerce Securities-Franchise Registration 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500
New York	New York State Department of Law Investor Protection Bureau 28 Liberty St. 21st Floor New York, NY 10005 212-416-8236	Secretary of State 99 Washington Avenue Albany, NY 12231
North Dakota	North Dakota Securities Department 600 East Boulevard Ave., State Capital Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue 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	

State	State Administrator	Agent for Service of Process (if different from State Administrator)
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 41200 Olympia, WA 98504-1200 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760
Wisconsin	Division of Securities Department of Financial Institutions Post Office Box 1768 Madison, WI 53701 (608) 266-2801	Securities and Franchise Registration Wisconsin Securities Commission 201 West Washington Avenue, Suite 300 Madison, WI 53703

EXHIBIT B

FRANCHISE AGREEMENT

SUMMARY PAGE		
1.	Franchisee	______________________________
2.	Initial Franchise Fee	$30,000 (50% Payable with signed Franchise Agreement 50% with signed lease or purchase contract)
3.	Development Area	______________________________
4.	Business Location	______________________________
5.	Territory	______________________________
6.	Opening Deadline	___________________
7.	Principal Executive	___________________
8.	Franchisee's Address	______________________________________

FRANCHISE AGREEMENT

This Agreement is made between Spin Doctor® Franchising, LLC, a Delaware limited liability company ("Spin Doctor® Franchise"), and Franchisee effective as of the date signed by Spin Doctor® Franchise (the "Effective Date").

Background Statement:

A. Spin Doctor® Laundromat, LLC and its affiliate Princeton International Technology, LLC created and own a system (the "System") for developing and operating a premium laundry retail services business under the trade name "Spin Doctor® Laundromat."

B. The System includes (1) methods, procedures, and standards for developing and operating a Spin Doctor® Laundromat business, (2) plans, specifications, equipment, signage and trade dress for Spin Doctor® Laundromat businesses, (3) particular products and services, (4) the Marks, (5) training programs, (6) business knowledge, (7) marketing plans and concepts, and (8) other mandatory or optional elements as determined by Spin Doctor® Franchise from time to time.

C. The parties desire that Spin Doctor® Franchise license the Marks and the System to Franchisee for Franchisee to develop and operate a Spin Doctor® Laundromat 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 Spin Doctor® Franchise.

"Business" means the Spin Doctor® Laundromat business owned by Franchisee and operated under this Agreement.

"Competitor" means any business which offers laundromat services and laundry service offerings.

"Confidential Information" means all non-public information of or about the System, Spin Doctor® Franchise, and any Spin Doctor® Laundromat 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. If no location is stated on the Summary Page, then the Location will be determined in accordance with Section 6.1.

"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 Spin Doctor® Franchise's reputation and goodwill; costs of or resulting from delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

"Manual" means Spin Doctor® Franchise's confidential Operations (Team) Manual(s), including any supplements, additions, or revisions from time to time, which may be in any form or media.

"Marketing Fund" means the fund established (or which may be established) by Spin Doctor® Franchise into which Marketing Fund Contributions are deposited.

"Marks" means the trade name and logo contained on the Summary Page, and all other trade names, trademarks, service marks, and logos specified by Spin Doctor® Franchise from time to time for use in a Spin Doctor® Laundromat 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.

"Remodel" means a refurbishment, renovation, and remodeling of the Location to conform to the building design, exterior facade, trade dress, signage, fixtures, furnishings, equipment, decor, color schemes, presentation of the Marks, and other System Standards in a manner consistent with the image then in effect for a new Spin Doctor® Laundromat business.

"Required Vendor" means a supplier, vendor, or distributor of Inputs which Spin Doctor® Franchise requires franchisees to use.

"System Standards" means, as of any given time, the then-current mandatory procedures, requirements, and/or standards of the System as determined by Spin Doctor® Franchise, which may include without limitation, any procedures, requirements and/or standards for appearance, business metrics, cleanliness, customer service, design (such as construction, decoration, layout, furniture, fixtures and signs), equipment, inventory, marketing and public relations, operating days, operating hours, presentation of Marks, product and service offerings, 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. If no territory is stated on the Summary Page, then the Territory is determined in accordance with Section 6.1.

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

ARTICLE 2. GRANT OF LICENSE

2.1 Grant. Spin Doctor® Franchise grants to Franchisee the right to operate a Spin Doctor® Laundromat business solely at the Location. If no Location is stated on the Summary Page when this Agreement is signed, then the parties will determine the Location in accordance with Section 6.1. Franchisee shall develop, open, and operate a Spin Doctor® Laundromat business at the Location for the entire term of this Agreement.

2.2 Protected Territory. Spin Doctor® Franchise shall not establish, nor license the establishment of, another business within the Territory selling the same or similar goods or services under the same or similar trademarks or service marks as a Spin Doctor® Laundromat business. Spin Doctor® Franchise retains the right to:

(i) establish and license others to establish and operate Spin Doctor® Laundromat businesses outside the Territory, notwithstanding their proximity to the Territory or their impact on the Business.

(ii) operate and license others to operate businesses anywhere that do not operate under the Spin Doctor® Laundromat brand name; and

(iii) sell and license others to sell products and services in the Territory through channels of distribution (including the internet) other than Spin Doctor® Laundromat outlets.

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), the Franchisee shall notify Spin Doctor® Franchise within 10 days.

2.4 Principal Executive. Franchisee agrees that the person designated as the "Principal Executive" on the Summary Page is the executive primarily responsible for the Business and has decision-making authority on behalf of Franchisee. The Principal Executive must have at least a 10% ownership interest in Franchisee. The Principal Executive does not have to serve as a day-to-day general manager of the Business, but the Principal Executive 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 Spin Doctor® Franchise's reasonable approval.

2.5 Guaranty. If the Franchisee is an entity, then Franchisee shall have each Owner sign a personal guaranty of Franchisee's obligations to Spin Doctor® Franchise, in the form of Attachment 3.

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

ARTICLE 3. TERM

3.1 Term. This Agreement commences on the Effective Date and continues for 10 years.

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

(i) Franchisee notifies Spin Doctor® Franchise of the election to renew between 90 and 180 days prior to the end of the term.

(ii) Franchisee (and its affiliates) are in compliance with this Agreement and all other agreements with Spin Doctor® Franchise (or any of its affiliates) at the time of election and at the time of renewal.

(iii) Franchisee has made or agrees to make (within a period of time acceptable to Spin Doctor® Franchise) renovations and changes to the Business as Spin Doctor® Franchise requires (including a Remodel, if applicable) to conform to the then-current System Standards.

(iv) Franchisee and its Owners execute Spin Doctor® Franchise's then-current standard form of franchise agreement and related documents (including personal guaranty), 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 pays a renewal fee of $5,000; and

(vi) Franchisee and each Owner executes a general release (on Spin Doctor® Franchise's then-standard form) of any and all claims against Spin Doctor® Franchise, 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.

4.2 Royalty Fee. Franchisee shall pay Spin Doctor® Franchise a monthly royalty fee (the "Royalty Fee") equal to 6% of Gross Sales. The Royalty Fee for any given month is due on the 5th of the following month.

4.3 Marketing Contributions.

(a) Marketing Fund Contribution. Franchisee shall pay Spin Doctor® Franchise a contribution to the Marketing Fund (the "Marketing Fund Contribution") equal to 1.5% of Franchisee's Gross Sales (or such lesser amount as Spin Doctor® Franchise determines), at the same time as the Royalty Fee. However, this fee starts six months after the location is open for business.

(b) Market Cooperative Contribution. If the Business participates in a Market Cooperative, then the Franchisee shall contribute to the Market Cooperative a percentage of Gross Sales (or other amount) determined by the Market Cooperative, not to exceed 5%.

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

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

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

4.7 Payment Terms.

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

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

(c) Late Fees and Interest. If Franchisee does not make a payment 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. Spin Doctor® Franchise may charge $30 for any payment returned for insufficient funds (or, if such amount exceeds the maximum allowed by law, then the fee that is allowed by law).

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

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

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

ARTICLE 5. ASSISTANCE

5.1 Manual. Spin Doctor® Franchise shall make its, Operations (Team), and Training Manuals available to the Franchisee.

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

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

5.4 Pre-Opening Assistance.

(a) Selecting Location. Spin Doctor® Franchise shall provide its criteria for Spin Doctor® Laundromat locations to Franchisee, as well as licensed commercial real estate agents serving the designated territory. Spin Doctor® Franchise will then lead the effort to evaluate potential locations and submitted by all associated parties, including the respective regional and local equipment manufacturer representatives.

(b) Pre-Opening Plans, Specifications, and Vendors. Within a reasonable period of time after the Effective Date, Spin Doctor® Franchise shall provide Franchisee with (i) Spin Doctor® Franchise's sample set of standard building plans and specifications and/or standard recommended floor plans; (ii) the applicable System Standards, (iii) other specifications as Spin Doctor® Franchise deems appropriate (which may include specifications regarding inventory, supplies, materials, and other matters), and (iv) Spin Doctor® Franchise's lists of Approved Vendors and/or Required Vendors.

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

(d) Pre-Opening Training. Spin Doctor® Franchise shall make available its standard pre-opening training to the Principal Executive and up to 1 other employee, at Spin Doctor® Franchise's headquarters and/or at a Spin Doctor® Laundromat business designated by Spin Doctor® Franchise. Spin Doctor® Franchise shall not charge any fee for this training. Franchisee is responsible for its own travel, lodging, meals, and other out-of-pocket expenses. Spin Doctor® Franchise reserves the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the program.

(e) Market Introduction Plan. Spin Doctor® Franchise shall advise Franchisee regarding the planning and execution of Franchisee's market introduction plan.

(f) On-Site Opening Assistance. Spin Doctor® Franchise shall have a representative to support the Franchisee's business opening with at least 4 days of onsite opening training and assistance.

5.5 Post-Opening Assistance.

(a) Advice, Consulting, and Support. If Franchisee requests, Spin Doctor® Franchise will provide advice to Franchisee (by telephone or electronic communication) regarding improving and developing Franchisee's business, and resolving operating problems Franchisee encounters, to the extent Spin Doctor® Franchise deems reasonable. If Spin Doctor® Franchise provides in-person support in response to Franchisee's request, Spin Doctor® Franchise may charge its then-current fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).

(b) Pricing. Upon request, Spin Doctor® Franchise will provide recommended prices for products and services offered by franchisees of the System.

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

(d) Marketing. Spin Doctor® Franchise shall manage the Marketing Fund.

(e) Internet. Spin Doctor® Franchise shall maintain a website for Spin Doctor® Laundromat, which will include Franchisee's location (or territory), telephone number , directional information, and a link to the Marketing and Advertising Catalog and agency.

ARTICLE 6. LOCATION, DEVELOPMENT, AND OPENING

6.1 Determining Location and Territory. If the Location and Territory are not stated on the Summary Page:

(i) Franchisee shall find a potential Location within the Development Area described on the Summary Page. Franchisor shall provide up to three (3) potential locations within Franchisee's Development Area described on Cover Page. The franchisee may also submit its proposed Location to Spin Doctor® Franchise for acceptance, with all related information Spin Doctor® Franchise may request. If Spin Doctor® Franchise does not accept the proposed Location in writing within 30 days, then it is deemed rejected.

(ii) When Spin Doctor® Franchise accepts the Location, it will issue a Location Acceptance Letter in the form of Attachment 2 which states the Location and Territory. Spin Doctor® Franchise shall determine the Territory in its good faith discretion, substantially in accordance with Item 12 of the Franchise Disclosure Document. If Spin Doctor® Franchise fails to state the Territory in writing within 14 days after Franchisee opens the Business to the public, the Territory will be deemed to be the zip codes which surround the location of the franchised business and are based on a total of 50,000 population.

(iii) Spin Doctor® Franchise's advice regarding or in acceptance of a site is not a representation or warranty that the Business will be successful

6.2 Lease. In connection with any lease between Franchisee and the landlord of the Location: (i) if requested by Spin Doctor® Franchise, Franchisee must submit the proposed lease to Spin Doctor® Franchise for written approval, (ii) the term of the lease (including renewal terms) must be for a period of not less than the term of this Agreement, and (iii) Franchisee shall use commercially reasonable efforts to obtain the landlord's signature to a rider to the lease in the form required by Spin Doctor® Franchise.

6.3 Development. The franchisee shall construct (or remodel) and finish the Location in conformity with Spin Doctor® Franchise's System Standards. If required by Spin Doctor® Franchise, Franchisee shall engage the services of an architect licensed in the jurisdiction of the Location. Franchisee shall not begin any construction or remodeling work without first obtaining Spin Doctor® Franchise's approval of Franchisee's plans. Spin Doctor® Franchise may, but is not required to, inspect Franchisee's construction or remodeling progress at any reasonable time. Franchisee shall not rely upon any information provided or opinions expressed by Spin Doctor® Franchise or its representatives regarding any architectural, engineering, or legal matters (including without limitation the Americans With Disabilities Act) in the development and construction of the Business, and Spin Doctor® Franchise assumes no liability with respect thereto. Spin Doctor® Franchise's inspection and/or approval to open the Business is not a representation or a warranty that the Business has been constructed in accordance with any architectural, engineering, or legal standards.

6.4 New Franchisee Training. The franchisee's Principal Executive must complete Spin Doctor® Franchise's training program for new franchisees to the satisfaction of Spin Doctor® Franchise, at least four weeks before opening the Business.

6.5 Conditions to Opening. Franchisee shall notify Spin Doctor® Franchise at least 30 days before Franchisee intends to open the Business to the public. 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) Spin Doctor® Franchise has inspected and approved the Business, (5) Franchisee has hired sufficient employees, (6) Franchisee's officers and employees have completed all of Spin Doctor® Franchise's required pre-opening training; and (7) Spin Doctor® Franchise has given its written approval to open, which will not be unreasonably withheld.

6.6 Opening Date. The Franchisee shall open the Business to the public on or before the date stated on the Summary Page.

ARTICLE 7. OPERATIONS

7.1 Compliance with Manual and System Standards. Franchisee shall always, and at his/her own expense, comply with all mandatory obligations contained in the Manual and with all other System Standards.

7.2 Compliance with Law. The 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, Services, and Methods of Sale. Franchisee shall offer all products and services, and only those products and services, from time to time prescribed by Spin Doctor® Franchise in the Manual or otherwise approved in writing. The franchisee shall make sales only to retail customers, and only at the Location. Unless otherwise approved or required by Spin Doctor® Franchise, the Franchisee shall not make sales by any other means, including without limitation by wholesale, by delivery, by mail order or over the internet, or at temporary or satellite locations. The franchisee shall provide all products and perform all services in a high-quality manner that meets or exceeds the Brand and customer's reasonable expectations and all applicable System Standards. Franchisee shall implement any guaranties, warranties, or similar commitments regarding products and/or services that Spin Doctor® Franchise may require.

7.4 Prices.

Spin Doctor® Franchise may require Franchisee to offer products and services at specific prices determined by Spin Doctor® Franchise if Spin Doctor® Franchise is promoting such products and services on a national, regional, or local market basis, for the duration of the promotion (but only to the extent permitted by applicable law).

7.5 Personnel.

(a) Management. The Business should always be under the on-site or remote supervision of the Principal Executive or a general manager who has completed Spin Doctor® Franchise's training program.

(b) Service. The franchisee shall manage its personnel to render competent and courteous service to all customers and members of the public.

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

(d) Qualifications. Spin Doctor® Franchise may set minimum qualifications for categories of employees employed by Franchisee.

(e) 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. The franchisee is solely responsible for all actions of its personnel. Franchisee and Spin Doctor® Franchise are not joint employers, and no employee of Franchisee will be an agent or employee of Spin Doctor® Franchise. Within seven days of Spin Doctor® Franchise's request, Franchisee and each of its employees will sign an acknowledgment form stating that Franchisee alone (and not Spin Doctor® Franchise) is the employee's sole employer. Franchisee will use its legal name on all documents with its employees and independent contractors, including, but not limited to, employment applications, timecards, pay checks, and employment and independent contractor agreements, and Franchisee will not use the Marks on any of these documents.

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

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

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

7.9 Evaluation and Compliance Programs. Franchisee shall participate at its own expense in programs required from time to time by Spin Doctor® Franchise for obtaining customer evaluations, reviewing Franchisee's compliance with the System, and/or managing customer complaints, which may include (but are not limited to) a customer feedback system, customer survey programs, and mystery shopping. Spin Doctor® Franchise shall share with the Franchisee the results of these programs, as they pertain to the Business. Franchisee must meet or exceed any minimum score requirements set by Spin Doctor® Franchise for such programs. Spin Doctor® Franchise may set minimum scores that Franchisee must receive from the public on internet review sites (such as Yelp or Google).

7.10 Payment Systems. Franchisee shall accept payment from customers in any form or manner designated by Spin Doctor® Franchise (which may include, for example, cash, specific credit and/or debit cards, gift cards, electronic fund transfer systems, and mobile payment systems). The franchisee shall purchase or lease all equipment and enter into all business relationships necessary to accept payments as required by Spin Doctor® Franchise. Franchisees must always comply with payment card industry data security standards (PCI-DSS).

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

7.12 Maintenance and Repair. The Franchisee shall always 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 Spin Doctor® Franchise may prescribe from time to time, including but not limited to periodic interior and exterior painting; resurfacing of the parking lot; roof repairs; and replacement of obsolete or worn-out signage, floor coverings, furnishings, equipment, and décor. Franchisee acknowledges that the System Standards may include requirements for cleaning, maintenance, and repair.

7.13 Remodeling. In addition to Franchisee's obligations to comply with all System Standards in effect from time to time, and if needed Spin Doctor® Franchise may require Franchisee to undertake and complete a Remodel of the Location to Spin Doctor® Franchise's satisfaction. Franchisee must complete the Remodel in the time frame specified by Spin Doctor® Franchise. Spin Doctor® Franchise may require the Franchisee to submit plans for Spin Doctor® Franchise's reasonable approval prior to commencing a required Remodel. Spin Doctor® Franchise's right to require a Remodel is limited as follows: (i) the Remodel will not be required in the first two or last two years of the term (except that a Remodel may be required as a condition to renewal of the term or a Transfer), and (ii) a Remodel will not be required more than once every five years from the date on which Franchisee was required to complete the prior Remodel.

7.14 Meetings. The Principal Executive shall use reasonable efforts to attend all in-person meetings and remote meetings (such as telephone or Video conference calls) that Spin Doctor® Franchise requires, including any national or regional brand conventions. The franchisee shall not permit the Principal Executive to fail to attend more than three consecutive meetings required.

7.15 Insurance.

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

(i) "Special" causes of loss coverage forms, including fire and extended coverage, crime, vandalism, and malicious mischief, on all property of the Business, for full repair and replacement value (subject to a reasonable deductible);

(ii) Business interruption insurance covering at least 12 months of income;

(iii) 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;

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

(v) Worker's Compensation coverage as required by state law.

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

(c) Franchisee shall provide Certificates of Insurance evidencing the required coverage to Spin Doctor® Franchise prior to opening and upon annual renewal of the insurance coverage, as well as at any time upon request of Spin Doctor® Franchise.

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

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

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

7.19 No Other Activity Associated with the Business. Franchisee shall not engage in any business or other activity at the Location other than operation of the Spin Doctor® Laundromat Business. Franchisee shall not use assets of the Business for any purpose other than the Business. If the Franchisee is an entity, the entity shall not own or operate any other business except Spin Doctor® Laundromat 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 Spin Doctor® Franchise, which will not be unreasonably withheld.

7.21 Identification. The franchisee must identify itself as the independent owner of the Business in the manner prescribed by Spin Doctor® Franchise. The franchisee must display at the Business signage prescribed by Spin Doctor® Franchise identifying the Location as an independently owned franchise.

7.22 Business Practices. Franchisee, in all interactions with customers, employees, vendors, government authorities, and other third parties, should be honest and fair. Franchisee shall comply with any code of ethics or statement of values from Spin Doctor® Franchise. The franchisee shall not take any action which may injure the goodwill associated with the Marks.

ARTICLE 8. SUPPLIERS AND VENDORS

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

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

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

8.4 Purchasing. Spin Doctor® Franchise may negotiate prices and terms with vendors on behalf of the System. Spin Doctor® Franchise may receive rebates, payments, or other considerations from vendors in connection with purchases by franchisees. Spin Doctor® Franchise has the right (but not the obligation) to collect payments from Franchisee on behalf of a vendor and remit the payments to the vendor and to impose a reasonable markup or charge for administering the payment program. Spin Doctor® Franchise may implement a centralized purchasing system. Spin Doctor® Franchise may establish a purchasing cooperative and require Franchisee to join and participate in the purchasing cooperative on such terms and conditions as Spin Doctor® Franchise may determine.

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

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

ARTICLE 9. MARKETING

9.1 Approval and Implementation. Franchisee shall not conduct any marketing, advertising, or public relations activities (including in-store marketing materials, websites, online advertising, social media marketing or presence, and sponsorships) that have not been approved by Spin Doctor® Franchise. Spin Doctor® Franchise may (but is not obligated to) operate all "social media" accounts on behalf of the System, or it may permit franchisees to operate one or more accounts. Franchisee must comply with any System Standards regarding marketing, advertising, and public relations, including any social media policy that Spin Doctor® Franchise may prescribe. The franchisee shall implement any marketing plans or campaigns determined by Spin Doctor® Franchise.

9.2 Use by Spin Doctor® Franchise. Spin Doctor® Franchise may use any marketing materials or campaigns developed by or on behalf of the Franchisee, and Franchisee hereby grants an unlimited, perpetual, royalty-free license to Spin Doctor® Franchise for such purposes.

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

(a) <u>Separate Account</u>. Spin Doctor® Franchise shall hold the Marketing Fund Contributions from all franchisees in one or more bank accounts separate from Spin Doctor® Franchise's other accounts.

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

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

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

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

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

9.4 Market Cooperatives. With the agreement of the majority of local Franchisees, Spin Doctor® Franchise may establish market advertising and promotional cooperative funds ("Market Cooperative") in any geographical areas. If a Market Cooperative for the geographic area encompassing the Location 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 Location is established during the term of this Agreement, Franchisee shall become a member of such Market Cooperative within 30 days. Spin Doctor® Franchise shall not require Franchisee to be a member of more than one Market Cooperative. If Spin Doctor® Franchise establishes a Market Cooperative:

(a) Governance. Each Market Cooperative will be organized and governed in a form and manner and shall commence operations on a date determined by Spin Doctor® Franchise. Spin Doctor® Franchise may require the Market Cooperative to adopt bylaws or regulations prepared by Spin Doctor® Franchise. Unless otherwise specified by Spin Doctor® Franchise, the activities conducted by each Market Cooperative shall be decided by a majority vote of its members. Spin Doctor® Franchise will be entitled to attend and participate in any meeting of a Market

Cooperative. Any Spin Doctor® Laundromat business owned by Spin Doctor® Franchise in the Market Cooperative shall have the same voting rights as those owned by its franchisees. Each Business owner will be entitled to cast one vote for each Business owned, provided, however, that a franchisee shall not be entitled to vote if it is in default under its franchise agreement. If the members of a Market Cooperative are unable or fail to determine the manner in which Market Cooperative monies will be spent, Spin Doctor® Franchise may assume this decision-making authority after 10 days' notice to the members of the Market Cooperative.

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

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

(d) Funding. The majority vote of the Market Cooperative will determine the dues to be paid by members of the Market Cooperative, including Franchisee, but not less than 1% and not more than 5% of Gross Sales.

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

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

9.5 Required Spending. The franchisee shall spend at least 1.5% of Gross Sales each month on marketing the Business. Upon request of Spin Doctor® Franchise, Franchisee shall furnish proof of its compliance with this Section. Spin Doctor® Franchise has the sole discretion to determine what activities constitute "marketing" under this Section. Spin Doctor® Franchise may, in its discretion, determine that if the Franchisee contributes to a Market Cooperative, the amount of the contribution will be counted towards Franchisee's required spending under this Section.

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

ARTICLE 10. RECORDS AND REPORTS

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

10.2 Reports.

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

(i) a monthly profit and loss statement and balance sheet for the Business within 30 days after the end of each calendar month;

(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 Spin Doctor® Franchise's fiscal year; and

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

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

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

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

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

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

10.5 Records Audit. Spin Doctor® Franchise may examine and audit all books and records related to the Business, and support documentation, at any reasonable time. Spin Doctor® Franchise may conduct the audit at the Location and/or require Franchisee to deliver copies of books, records and supporting documentation to a location designated by Spin Doctor® Franchise. Franchisee shall also reimburse Spin Doctor® Franchise for all costs and expenses of the examination or audit if (i) Spin Doctor® Franchise conducted the audit because Franchisee failed to submit required reports or was otherwise not in compliance with the System, or (ii) the audit reveals that Franchisee understated Gross Sales by 3% or more for any 4-week period.

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 Spin Doctor® Franchise. Spin Doctor® Franchise may supplement, revise, or modify the Manual, and Spin Doctor® Franchise may change, add, or delete System Standards at any time in its discretion. Spin Doctor® Franchise may inform Franchisee thereof by any method that Spin Doctor® Franchise deems appropriate (which need not qualify as "notice" under Section 18.9). In the event of any dispute as to the contents of the Operation or Training Manual, Spin Doctor® Franchise's Master Copy will control.

11.2 Inspections. Spin Doctor® Franchise may enter the premises of the Business from time to time during normal business hours and conduct an inspection. Franchisee shall cooperate with Spin Doctor® Franchise's inspectors. The inspection 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. Spin Doctor® Franchise may videotape and/or take photographs of the inspection and the Business. Spin Doctor® Franchise may set a minimum score requirement for inspections, and Franchisee's failure to meet or exceed the minimum score will be a default under this Agreement. Without limiting Spin Doctor® Franchise's other rights under this Agreement, the Franchisee will, as soon as reasonably practical, correct any deficiencies noted during an inspection. If Spin Doctor® Franchise conducts an inspection 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 inspection), then Spin Doctor® Franchise may charge all out-of-pocket expenses plus its then-current inspection fee to Franchisee.

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

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

11.5 Business Data. All customer data and other non-public data generated by the Business is Confidential Information and is exclusively owned by Spin Doctor® Franchise. Spin Doctor® Franchise hereby licenses such data back to the 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 Spin Doctor® Franchise all ideas, plans, improvements, concepts, methods, and techniques relating to the Business (collectively, "Innovations") conceived or developed by Franchisee, its employees, agents, or contractors. Spin Doctor® Franchise 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. The franchisee shall execute any documents reasonably requested by Spin Doctor® Franchise to document Spin Doctor® Franchise's ownership of Innovations.

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

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

11.9 System Variations. Spin Doctor® Franchise may vary or waive any System Standard for any one or more Spin Doctor® Laundromat 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 Spin Doctor® Franchise discovers or becomes aware of any aspect of the Business which, in Spin Doctor® Franchise's opinion, constitutes an imminent danger to the health or safety of any person, then immediately upon Spin Doctor® Franchise's order, Franchisee must temporarily cease operations of the Business and remedy the dangerous condition. Spin Doctor® Franchise 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 Spin Doctor® Franchise, and only in the manner as Spin Doctor® Franchise may require. Franchisee has no rights in the Marks other than the right to use them in the operation of the Business in compliance with this Agreement. All use of the Marks by Franchisee and any goodwill associated with the Marks, including any goodwill arising due to Franchisee's operation of the Business, will ensure the exclusive benefit of Spin Doctor® Franchise.

12.2 Change of Marks. Spin Doctor® Franchise may add, modify, or discontinue any Marks to be used under the System. Within a reasonable time after Spin Doctor® Franchise makes any such change, the 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) Spin Doctor® Franchise shall defend Franchisee (at Spin Doctor® Franchise's expense) against any Action by a third-party alleging infringement by Franchisee's use of a Mark, and (ii) Spin Doctor® Franchise will indemnify Franchisee for expenses and damages if the Action is resolved unfavorably to Franchisee.

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

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

12.4 Name. If Franchisee is an entity, it shall not use the word[s] "Spin Doctor® Laundromat" or any confusingly similar words in its legal name.

ARTICLE 13. COVENANTS

13.1 Confidential Information. With respect to all Confidential Information, Franchisee shall (a) adhere to all procedures prescribed by Spin Doctor® Franchise for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not specifically authorized in writing by Spin Doctor® Franchise, (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 Spin Doctor® Franchise (except for Confidential Information which Spin Doctor® Franchise licenses from another person or entity). This Section will survive the termination or expiration of this Agreement indefinitely.

13.2 Covenants Not to Compete.

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

(b) Restriction – Post Term. For two years after this Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer), no Restricted Party shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor within five miles of Franchisee's Territory or the territory of any other Spin Doctor® Laundromat business operating on the date of termination or transfer, as applicable. If this Agreement is terminated before the Territory is determined, then the area of non-competition will the Development Area and the territory of any other Spin Doctor® Laundromat business operating on the date of termination.

(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 arbitrator or court, then the parties intend that the arbitrator or court modify such restriction to the extent that it is reasonably necessary to protect the legitimate business interests of Spin Doctor® Franchise. The franchisee agrees that the existence of any claim it may have against Spin Doctor® Franchise shall not constitute a defense against the enforcement by Spin Doctor® Franchise of the covenants of this Section. If a Restricted Party fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended to an additional day for each day of noncompliance.

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

ARTICLE 14. DEFAULT AND TERMINATION

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

14.2 Termination by Spin Doctor® Franchise.

(a) Subject to 10-Day Cure Period. Spin Doctor® Franchise may terminate this Agreement if Franchisee does not make any payment to Spin Doctor® Franchise when due, or if Franchisee does not have sufficient funds in its account when Spin Doctor® Franchise attempts an electronic funds withdrawal, and Franchisee fails to cure such non-payment within 10 days after Spin Doctor® Franchise 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 Franchisee fails to cure such breach to Spin Doctor® Franchise's satisfaction within 30 days after Spin Doctor® Franchise gives notice to Franchisee of such breach, then Spin Doctor® Franchise may terminate this Agreement.

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

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

(ii) Franchisee knowingly submits any false report or knowingly provides any other false information to Spin Doctor® Franchise;

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

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

(v) Franchisee loses possession of the Location;

(vi) 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;

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

(viii) Franchisee or any Owner slanders or libels Spin Doctor® Franchise or any of its employees, directors, or officers;

(ix) Franchisee refuses to cooperate with or permit any audit or inspection by Spin Doctor® Franchise or its agents or contractors, or otherwise fails to comply with Section 10.5 or Section 11.2;

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

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

(xii) Spin Doctor® Franchise (or any affiliate) terminates any other agreement with Franchisee (or any affiliate) due to the breach of such other agreement by Franchisee (or its affiliate) (provided that termination of a Multi-Unit Development Agreement with Franchisee or its affiliate shall not give Spin Doctor® Franchise the right to terminate this Agreement);

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

(xiv) Franchisee or any Owner is accused by any governmental authority or third party of any act, or if Franchisee or any Owner commits any act or series of acts, that in Spin Doctor® Franchise's opinion is reasonably likely to materially, and unfavorably, affect the Spin Doctor® Laundromat brand.

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

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

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

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

(iv) cease doing business under any of the Marks.

14.4 Remove Identification. 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 Spin Doctor® Laundromat business, to the reasonable satisfaction of Spin Doctor® Franchise. Franchisee shall comply with any reasonable instructions and procedures of Spin Doctor® Franchise for de-identification. If the Franchisee fails to do so within 30 days after this Agreement expires or is terminated, Spin Doctor® Franchise may enter the Location to remove the Marks and de-identify the Location. In this event, Spin Doctor® Franchise will not be charged with trespass nor be accountable or required to pay for any assets removed or altered, or for any damage caused by Spin Doctor® Franchise.

14.5 Liquidated Damages. If Spin Doctor® Franchise terminates this Agreement based upon Franchisee's default (or if Franchisee purports to terminate this Agreement except as permitted under Section 14.1), then within 10 days thereafter Franchisee shall pay to Spin Doctor® Franchise a lump sum (as liquidated damages and not as a penalty) calculated as follows: (x) the average Royalty Fees and Marketing Fund Contributions that Franchisee owed to Spin Doctor® Franchise under this Agreement for the 52-week period preceding the date on which Franchisee ceased operating the Business; multiplied by (y) the lesser of (1) 104 or (2) the number of weeks remaining in the then-current term of this Agreement. If Franchisee had not operated the Business for at least 52 weeks, then (x) will equal the average Royalty Fees and Marketing Fund Contributions that Franchisee owed to Spin Doctor® Franchise during the period that Franchisee operated the

Business. The "average Royalty Fees and Marketing Fund Contributions that Franchisee owed to Spin Doctor® Franchise" shall not be discounted or adjusted due to any deferred or reduced Royalty Fees and Marketing Fund Contributions set forth in an addendum to this Agreement unless this Section 14.5 is specifically amended in such addendum. Franchisee acknowledges that a precise calculation of the full extent of Spin Doctor® Franchise's damage under these circumstances is difficult to determine and the method of calculation of such damages as set forth in this Section is reasonable. Franchisee's payment to Spin Doctor® Franchise under this Section will be in lieu of any direct monetary damages that Spin Doctor® Franchise may incur as a result of Spin Doctor® Franchise's loss of Royalty Fees and Marketing Fund Contributions that would have been owed to Spin Doctor® Franchise after the date of termination; however, such payment shall be in addition to all damages and other amounts arising under Section 14.3 and Section 14.4, Spin Doctor® Franchise's right to injunctive relief for enforcement of Article 13, and any attorneys' fees and other costs and expenses to which Spin Doctor® Franchise is entitled under this Agreement. Except as provided in this Section, the Franchisee's payment of this lump sum shall be in addition to any other right or remedy that Spin Doctor® Franchise may have under this Agreement or otherwise. While contracting parties are entitled to agree to liquidated damages, a provision in a contract that bears no reasonable relation to actual damage will be construed as a penalty. See Wallace Real Estate Investment, Inc. v. Groves, 124 Wn.2d 881 (1994). This provision is removed for a franchisee in the state of Washington. Similarly, in the State of Washington, the calculation of liquidated damages under Section 14.5 of the Franchise Agreement will not include marketing fund contributions.

14.6 Purchase Option. When this Agreement expires or is terminated, Spin Doctor® Franchise will have the right (but not the obligation) to purchase any or all of the assets related to the Business, and/or to require Franchisee to assign its lease or sublease to Spin Doctor® Franchise. To exercise this option, Spin Doctor® Franchise must notify Franchisee no later than 30 days after this Agreement expires or is terminated. The purchase price for all assets that Spin Doctor® Franchise elects to purchase will be the lower of (i) the book value of such assets as declared on Franchisee's last filed tax returns or (ii) the fair market value of the assets. If the parties cannot agree on fair market value within 30 days after the exercise notice, the fair market value will be determined by an independent appraiser reasonably acceptable to both parties. The parties will share the cost of the appraisal equally. Spin Doctor® Franchise's purchase will be of assets only (free and clear of all liens), and the purchase will not include any liabilities of Franchisee. The purchase price for assets will not include any factor or increment for any trademark or other commercial symbol used in the business, the value of any intangible assets, or any goodwill or "going concern" value for the Business. Spin Doctor® Franchise may withdraw its exercise of the purchase option at any time before it pays for the assets. The franchisee will sign a bill of sale for the purchased assets and any other transfer documents reasonably requested by Spin Doctor® Franchise. If Spin Doctor® Franchise exercises the purchase option, Spin Doctor® Franchise may deduct from the purchase price: (a) all amounts due from Franchisee; (b) Franchisee's portion of the cost of any appraisal conducted hereunder; and (c) amounts paid or to be paid by Spin Doctor® Franchise to cure defaults under Franchisee's lease and/or amounts owed by Franchisee to third parties. If any of the assets are subject to a lien, Spin Doctor® Franchise may pay a portion of the purchase price directly to the lienholder to pay off such lien. Spin Doctor® Franchise may withhold 25% of the purchase price for 90 days to ensure that all of Franchisee's taxes and other liabilities are paid. Spin Doctor® Franchise may assign this purchase option to another party.

ARTICLE 15. TRANSFERS

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

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

(i) Spin Doctor® Franchise receives a transfer fee equal to $10,000 plus any broker fees and other out-of-pocket costs incurred by Spin Doctor® Franchise;

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

(iii) the proposed assignee is not a competitor;

(iv) the proposed assignee executes Spin Doctor® Franchise's then-current form of franchise agreement and any related documents, which form may contain materially different provisions than this Agreement (provided, however, that the proposed assignee will not be required to pay an initial franchise fee);

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

(vi) Franchisee has paid all monetary obligations to Spin Doctor® Franchise and its affiliates, and to any lessor, vendor, supplier, or lender to the Business, and Franchisee is not otherwise in default or breach of this Agreement or of any other obligation owed to Spin Doctor® Franchise or its affiliates;

(vii) the proposed assignee and its owners and employees undergo such training as Spin Doctor® Franchise may require;

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

(ix) the Business fully complies with all the most recent System Standards of Spin Doctor® Franchise.

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 Spin Doctor® Franchise, if, prior to the Transfer: (1) the transferee provides the information required by Section 2.3; (2) Franchisee provides copies of the entity's charter documents, by-laws (or operating agreement) and similar documents, if requested by Spin Doctor® Franchise, (3) Franchisee owns all voting securities of the corporation or limited liability company, and (4) Franchisee provides a guaranty in accordance with Section 2.5.

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

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

15.6 No Sublicense. The 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 Spin Doctor® Franchise) Spin Doctor® Franchise, its parent entities, subsidiaries and affiliates, and their respective owners, directors, officers, employees, agents, successors, and assignees (collectively, "Indemnitees") against all Losses in any Action by or against Spin Doctor® Franchise 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 intentional misconduct or negligence. The franchisee's indemnification obligation also does not extend to liabilities caused by franchisor's acts or omissions amounting to strict liability or fraud.

Any delay or failure by an Indemnitee to notify Franchisee of an Action shall not relieve Franchisee of its indemnity obligation except to the extent (if any) that such delay or failure materially prejudices Franchisee. Franchisee shall not settle an Action without the consent of the Indemnitee. This indemnity will continue in effect after this Agreement ends.

16.2 Assumption. An Indemnitee may elect to assume the defense of any Action subject to this indemnification, and control all aspects of defending the Action, including negotiations and settlement, at Franchisee's expense. Such an undertaking shall not diminish the 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) and (d), any controversy or claim between the parties (including any controversy or claim arising out of or relating to this Agreement or its formation and including any question of arbitrability) shall be 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.

(b) Location. The place of arbitration shall be the city and state where Spin Doctor® Franchise'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) Intellectual Property Claims. Either party may bring a claim involving an alleged infringement of any of Spin Doctor® Franchise's intellectual property rights in a court authorized to hear such claims under Section 17.5 of this Agreement.

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

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

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

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

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

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

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

ARTICLE 18. MISCELLANEOUS

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

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

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

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

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

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

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

18.8 Governing Law. The laws of the state of Delaware (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Delaware law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently and without reference to 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 Spin Doctor® Franchise, addressed to 17 Flagger Lane, Trenton, N.J. 08619 (alternative P.O. Box 5315, Trenton, NJ 08638). 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, Spin Doctor® Franchise may amend the Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication.

18.10 Holdover. If Franchisee continues operating the Business after the expiration of the term without a renewal agreement or successor franchise agreement executed by the parties in accordance with Section 3.2, then at any time (regardless of any course of dealing by the parties), Spin Doctor® Franchise may by giving written notice to Franchisee (the "Holdover Notice") either (i) require Franchisee to cease operating the Business and comply with all post-closing obligations effective immediately upon giving notice or effective on such other date as Spin Doctor® Franchise specifies, or (ii) bind Franchisee to a renewal term of 5 years, collect the renewal fee this Agreement specified in Section 3.2(v), and deem Franchisee and its Owners to have made the general release of liability described in Section 3.2(vi). This provision will not be applied to Washington franchisees.

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

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

ARTICLE 19. CERTIFICATION OF FRANCHISOR'S COMPLIANCE

By signing this Agreement, Franchisee acknowledges the following:

(1) Franchisee understands all the information in the Disclosure Document of Spin Doctor® Franchise.

(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, lease terms, and the marketplace.

(3) That no person acting on Spin Doctor® Franchise's behalf made any statement or promise regarding the costs involved in operating a Spin Doctor® Laundromat 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 Spin Doctor® Franchise's behalf made any claim or representation to Franchisee, orally, visually, or in writing, which contradicted the information in the Disclosure Document.

(5) That no person acting on Spin Doctor® Franchise's behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money Franchisee may earn, or the total amount of revenue a Spin Doctor® Laundromat 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 Spin Doctor® Franchise's behalf made any statement or promise or agreement, other than those matters addressed in this Agreement, concerning advertising, marketing, media support, market penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Disclosure Document.

(7) Franchisee understands that this Agreement contains the entire agreement between Spin Doctor® Franchise and Franchisee concerning the Spin Doctor® Laundromat franchise, which means that any oral or written statements not set out in this Agreement will not be binding. In deciding to enter into this Agreement, Franchisee

is not relying on any statement, promise, claim, or representation not expressly set forth in this Agreement or in the Disclosure Document.

Agreed to by:

FRANCHISOR:

SPIN DOCTOR® FRANCHISING, LLC

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

FRANCHISEE:

[*if an individual:*]

____
Name: _________________________
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

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

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

State: ___________________________

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

Name	Shares or Percentage of Ownership

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

Name	Title

Attachment 2 to Franchise Agreement

LOCATION ACCEPTANCE LETTER

To: ______________________________

This Location Acceptance Letter is issued by Spin Doctor® Franchising, LLC for your Spin Doctor® Laundromat franchise in accordance with Section 6.1 of the Franchise Agreement.

1. The Location of the Business is:

____

2. The Territory of the Business is:

____

SPIN DOCTOR® FRANCHISING, LLC

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

Attachment 3 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 Spin Doctor® Franchising, LLC, a Delaware limited liability company ("Spin Doctor® Franchise").

Background Statement: ________________________ ("Franchisee") desires to enter into a Franchise Agreement with Spin Doctor® Franchise for the franchise of a Spin Doctor® Laundromat 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. The guarantor is executing this Guaranty in order to induce Spin Doctor® Franchise to enter into the Franchise Agreement.

Guarantor agrees as follows:

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

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

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

3. Covenants Not to Compete.

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

(b) Restriction – Post Term. For two years after the Franchise Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer by Guarantor), Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor located within five miles of Franchisee's Territory or the territory of any other Spin Doctor® Laundromat business operating on the date of termination or transfer, as applicable. If the Franchise Agreement is terminated before the Territory is determined, then the area of non-competition will be the Development Area and the territory of any other Spin Doctor® Laundromat business operating on the date of termination.

(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 considered to be unenforceable or unreasonable by any court or arbitrator, then the parties intend that the court or arbitrator modify such restriction to the extent reasonably necessary to protect the legitimate business interests of Spin Doctor® Franchise. Guarantor agrees that the existence of any claim it or Franchisee may have against Spin Doctor® Franchise shall not constitute a defense to the enforcement by Spin Doctor® Franchise of the covenants of this Section. If Guarantor fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

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

5. Governing Law; Dispute Resolution. This Guaranty shall be governed by and construed in accordance with the laws of the state of Delaware (without giving effect to its principles of conflicts of law). The parties agree that any Delaware law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 6. The provisions of Article 17 (Dispute Resolution) of the Franchise Agreement apply to and are incorporated into this Guaranty as if fully set forth herein. Guarantor shall pay to Spin Doctor® Franchise all costs incurred by Spin Doctor®

Franchise (including reasonable attorney fees) in enforcing this Guaranty. If multiple Guarantors sign this Guaranty, each will have joint and several liability.

Agreed to by:

____
Name: __________________________
Address: ________________________
____
____
Date: ___________________________

____
Name: __________________________
Address: ________________________
____
____
Date: ___________________________

____
Name: __________________________
Address: ________________________
____
____
Date: ___________________________

EXHIBIT C

MULTI-UNIT DEVELOPMENT AGREEMENT

This Multi-Unit Development Agreement (this "MUDA") is made between Spin Doctor® Franchising, LLC, a Delaware limited liability company ("Spin Doctor® Franchise") and _______________, a _______ _______ ("Franchisee") on the Effective Date.

Background Statement: On the same day as they execute this MUDA, Spin Doctor® Franchise and Franchisee have entered into a Franchise Agreement for the franchise of a Spin Doctor® Laundromat business (the "Franchise Agreement;" capitalized terms used but not defined in this MUDA have the meanings given in the Franchise Agreement). Spin Doctor® Franchise and Franchisee desire that Franchisee develop multiple Spin Doctor® Laundromat businesses.

Nothing in the Agreement or in any related agreement is intended to disclaim the representations we made in the franchise disclosure document.

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

1. Multi-Unit Commitment.

(a) Development Schedule; Fee. Franchisee shall develop and open Spin Doctor® Laundromat businesses on the following schedule:

Store #	Deadline for Opening	Total # of Stores to be Open and Operating on Deadline	Initial Franchise Fee
1		1	$______
2		2	$______
3		3	$______
4		4	$______
5		5	$______
		Total Initial Franchise Fee:	

(b) Payment. Upon execution of this MUDA, Franchisee shall pay the total Initial Franchise Fee to Spin Doctor® Franchise. The Initial Franchise Fee is non-refundable.

2. Form of Agreement. For Store #1, Franchisee and Spin Doctor® Franchise have executed the Franchise Agreement simultaneously with this MUDA. For each additional Spin Doctor® Laundromat franchise, Franchisee shall execute Spin Doctor® Franchise's then-current standard form of franchise agreement no later than three business days after Franchisee leases or acquires a location. This MUDA does not give Franchisee the right to construct, open, or operate a Spin Doctor® Laundromat business, and Franchisee acknowledges that Franchisee may construct, open, and operate each Spin Doctor® Laundromat business only pursuant to a separate franchise agreement executed pursuant to this MUDA for each such Spin Doctor® Laundromat business.

3. Development Area. Franchisee shall locate each Spin Doctor® Laundromat business it develops under this MUDA within the following area: ______________________________ _____________ (the "Development Area"). Franchisee acknowledges that it does not have exclusive rights to develop, open or operate Spin Doctor® Laundromat businesses in the Development Area.

4. Default and Termination. Spin Doctor® Franchise may terminate this MUDA by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

(i) Franchisee fails to satisfy the development schedule; or

(ii) Spin Doctor® Franchise has the right to terminate any franchise agreement between Spin Doctor® Franchise and Franchisee (or any affiliate thereof) due to Franchisee's default thereunder (whether or not Spin Doctor® Franchise in truth terminates such agreement).

5. Limitation of Liability. Franchisee's commitment to develop Spin Doctor® Laundromat businesses is in the nature of an option only. If Spin Doctor® Franchise terminates this MUDA for Franchisee's default, Franchisee shall not be liable to Spin Doctor® Franchise for lost future revenues or profits from the unopened Spin Doctor® Laundromat businesses. Franchisee may terminate this MUDA at any time.

6. Conditions. Franchisee's right to develop each Spin Doctor® Laundromat franchise after the Store #1 is subject to the following:

(i) Franchisee must possess sufficient financial and organizational capacity to develop, open, operate, and manage each additional Spin Doctor® Laundromat business, in the reasonable judgment of Spin Doctor® Franchise, and

(ii) Franchisee must be in full compliance with all brand requirements at its open Spin Doctor® Laundromat businesses, and not in default under any Franchise Agreement or any other agreement with Spin Doctor® Franchise.

7. Dispute Resolution; Miscellaneous. The laws of the State of Delaware (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Delaware 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 7. Franchisee shall not Transfer this MUDA without the prior written consent of Spin Doctor® Franchise, and any Transfer without Spin Doctor® Franchise's prior

written consent shall be void. The provisions of Article 17 (Dispute Resolution) and Article 18 (Miscellaneous) of the Franchise Agreement apply to and are incorporated into this MUDA as if fully set forth herein.

[*Signatures on Next Page*]

Agreed to by:

FRANCHISOR:

SPIN DOCTOR® FRANCHISING, LLC

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

FRANCHISEE:

[*if an individual:*]

____
Name: _________________________

[*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 Multi-Unit Development Agreement pursuant to:

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

EXHIBIT D

RIDER TO LEASE AGREEMENT

Landlord: ______________________________
Notice Address: ________________________
____
____
Telephone:_____________________________

Franchisor: Spin Doctor® Franchising, LLC
Notice Address: 17 Flagger LN, Trenton, NJ 08619
Telephone: 609-241-9124

Tenant: _______________________________

Leased Premises: ____

1. Use. The tenant is a franchisee of Franchisor. The Leased Premises shall be used only for the operation of a Spin Doctor® Laundromat business (or any name authorized by Franchisor).

2. Notice of Default and Opportunity to Cure. Landlord shall provide Franchisor with copies of any written notice of default ("Default") given to Tenant under the Lease, and Landlord grants to Franchisor the option (but not the obligation) to cure any Default under the Lease (should Tenant fail to do so) within 10 days after the expiration of the period in which Tenant may cure the Default.

3. Termination of Lease. Landlord shall copy Franchisor on any notice of termination of the Lease. If Landlord terminates the Lease for Tenant's Default, Franchisor shall have the option to enter into a new Lease with Landlord on the same terms and conditions as the terminated Lease. To exercise this option, Franchisor must notify Landlord within 15 days after Franchisor receives notice of the termination of the Lease.

4. Termination of Franchise Agreement. If the Franchise Agreement between Franchisor and Tenant is terminated during the term of the Lease, then upon the written request of Franchisor, Tenant shall assign the Lease to Franchisor. Landlord hereby consents to the assignment of the Lease to Franchisor.

5. Assignment and Subletting. Notwithstanding any provision of the Lease to the contrary, Tenant shall have the right to assign or sublet the Lease to Franchisor, provided that no such assignment or sublease shall relieve Tenant or any guarantor of liability under the Lease. If Franchisor becomes the lessee of the Leased Premises, then Franchisor shall have the right to assign or sublease its lease to a franchisee of the Spin Doctor® Laundromat brand. Any provision of the Lease which limits the Tenant's right to own or operate other Spin Doctor® Laundromat outlets in proximity to the Leased Premises shall not apply to Franchisor.

6. Authorization. Tenant authorizes Landlord and Franchisor to communicate directly with each other about Tenant and Tenant's business.

7. Right to Enter. Upon the expiration or termination of the Franchise Agreement or the Lease, or the termination of Tenant's right of possession of the Leased Premises, Franchisor or its designee may, after giving reasonable prior notice to Landlord, enter the Leased Premises to remove signs and other material bearing Franchisor's brand name, trademarks, and commercial symbols, provided that Franchisor will be liable to Landlord for any damage Franchisor or its designee causes by such removal.

8. No Liability. By executing this Rider, Franchisor does not assume any liability with respect to the Leased Premises or any obligation as Tenant under the Lease.

Executed by:

LANDLORD:

____

By: __________________________
Name: ________________________
Title: _________________________
Date: _________________________

TENANT:

____

By: __________________________
Name: ________________________
Title: _________________________
Date: _________________________

FRANCHISOR:

SPIN DOCTOR® FRANCHISING, LLC

By: __________________________
Name: ________________________
Title: _________________________
Date: _________________________

EXHIBIT E
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 renewal of your franchise or as a condition of our approval of the 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 Spin Doctor® Franchising, LLC, a Delaware limited liability company ("Spin Doctor® Franchise"). This General Release is inapplicable with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

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 Spin Doctor® Franchise, its affiliates, and their respective directors, officers, shareholders, employees, and agents (collectively, the "Released Parties") from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature, known or unknown, which any Releasing Party now has or ever had against any Released Party based upon and/or arising out of events that occurred through the date hereof, including without limitation, anything arising out of the Franchise Agreement (collectively, "Claims").

2. Covenant Not to Sue. Releasor (on behalf of all Releasing Parties) covenants not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of crossclaim, 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 Spin Doctor® Franchise reasonably requests to effectuate the purposes of this Release. This Release contains the entire agreement of the parties concerning the subject matter hereof. This Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Agreed to by:__________________________

Name: __________________________Date: _____________

EXHIBIT E

OPERATIONS(TEAM)MANUAL TABLE OF CONTENTS

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

EXHIBIT F

FINANCIAL STATEMENTS

.

SPIN DOCTOR FRANCHISING, LLC

FINANCIAL STATEMENTS

Financial Statements For The Years Ended December 31, 2025 & December 31, 2024 & December 31, 2023

TOGETHER WITH INDEPENDENT AUDITOR'S REPORT

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NAPER CPA GROUP

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INDEPENDENT AUDITOR'S REPORT

To the Management of SPIN DOCTOR FRANCHISING, LLC

Opinion

We have audited the financial statements of SPIN DOCTOR FRANCHISING, LLC (the "Company"), which comprise the balance sheet as of December 31, 2025 & December 31, 2024 & December 31, 2023, and the related statements of income, changes in shareholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 & December 31, 2024 & December 31, 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

Naper CPA Group

Naper CPA Group

Naperville, IL
February 23, 2026

SPIN DOCTOR FRANCHISING, LLC
BALANCE SHEET
AS OF DECEMBER 31, 2025 & DECEMBER 31, 2024 & DECEMBER 31, 2023

	12/31/25	12/31/24	12/31/23
ASSETS			
CURRENT ASSETS			
Cash and Cash Equivalents	$36,458	$ 8,843	$12,500
Accounts Receivable	60,927	68,375	6,250
TOTAL CURRENT ASSETS	97,385	77,218	18,750
NON-CURRENT ASSETS			
TOTAL NON-CURRENT ASSETS	-	-	-
TOTAL ASSETS	97,385	77,218	18,750
LIABILITIES AND OWNER'S EQUITY			
CURRENT LIABILITIES			
Company Credit Card	9,660	172	-
Other Current Liability	-	2,150	-
Deferred Revenue (current)	9,700	6,375	625
TOTAL CURRENT LIABILITIES	19,360	8,697	625
NON-CURRENT LIABILITIES			
Deferred Revenue	75,742	54,552	5,625
TOTAL NON-CURRENT LIABILITIES	75,742	54,552	5,625
TOTAL LIABILITIES	95,102	63,249	6,250
OWNER'S EQUITY			
Retained Earnings (Deficit)	31,717	12,500	17,038
Net Income (Loss)	(29,434)	1,468	(4,538)
TOTAL SHAREHOLDERS' EQUITY	2,283	13,968	12,500
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$97,385	$77,218	$18,750

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

SPIN DOCTOR FRANCHISING, LLC
STATEMENT OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2025 & DECEMBER 31, 2024 & DECEMBER 31, 2023

	2025	2024	2023
Revenue			
Revenue - Franchise Fees	$ 41,985	$66,573	$ 6,250
Revenue - Royalty and Services	23,066	8,800	-
Total Revenue	65,051	75,373	6,250
Cost of Sales	(4,209)	-	-
Gross Profit	60,842	75,373	6,250
Operating Expense			
Commissions Expense	28,750	32,500	-
Legal & Professional Fees	19,309	30,224	-
SGA Expense	29,953	1,062	10,788
Technology Expense	12,263	3,869	-
Total Operating Expenses	90,276	67,655	10,788
Net Income From Operations	(29,434)	7,718	(4,538)
Other Income (Expense)			
Loss on Franchisee	-	(6,250)	-
Total Other Income (Expense)	-	(6,250)	-
Net Income Before Provision for Income Tax	(29,434)	1,468	(4,538)
Provision for Income Taxes	-	-	-
Net Income (Loss)	$(29,434)	$ 1,468	$(4,538)

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

SPIN DOCTOR FRANCHISING, LLC
STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY
AS OF DECEMBER 31, 2025 & DECEMBER 31, 2024 & DECEMBER 31, 2023

	Opening Equity Balance	Yearly Changes	Total
Beginning Balance	$ -	$ -	$ -
Net Income for the period ending December 31, 2023	-	(4,538)	(4,538)
Equity Contributions (Distributions)	-	17,039	17,039
Balance, December 31, 2023	$ -	$ 12,501	$ 12,500

	Opening Equity Balance	Yearly Changes	Total
Beginning Balance	$ 12,500	$ -	$ 12,500
Net Income for the period ending December 31, 2024	-	1,468	1,468
Equity Contributions (Distributions)	-	-	-
Balance, December 31, 2024	$ 12,500	$ 1,468	$ 13,968

	Opening Equity Balance	Yearly Changes	Total
Beginning Balance	$ 13,968	$ -	$ 13,968
Net Income for the period ending December 31, 2025	-	(29,434)	(29,434)
Equity Contributions (Distributions)	-	17,749	17,749
Balance, December 31, 2025	$ 13,968	$ (11,685)	$ 2,283

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

SPIN DOCTOR FRANCHISING, LLC
STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2025 & DECEMBER 31, 2024 & DECEMBER 31, 2023

	2025	2024	2023
OPERATING ACTIVITIES			
Net Income	$ (29,434)	$ 1,468	$ (4,538)
Non-Cash Adjustments			
Changes in Current Assets	7,448	(62,125)	(6,500)
Changes in Current Liabilities	7,338	2,322	-
Changes in Deferred Revenue	24,515	54,677	6,500
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	9,867	(3,658)	(4,538)
INVESTING ACTIVITIES			
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	-	-	-
FINANCING ACTIVITIES			
Owner's Contribution	17,749	-	17,039
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	17,749	-	17,039
NET INCREASE (DECREASE) IN CASH	27,616	(3,658)	12,500
CASH AT BEGINNING OF PERIOD	8,843	12,500	-
CASH AT END OF PERIOD	$ 36,458	$ 8,843	$ 12,500

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

NOTE 1 – ORGANIZATION AND NATURE OF OPERATIONS

SPIN DOCTOR FRANCHISING, LLC (the "Company") was incorporated under the laws of the State of Delaware for the purpose of offering franchise opportunities to entrepreneurs who want to own their own 'Spin Doctor Laundromat' location, as a franchise.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") and include all adjustments necessary for the fair presentation of the Company's financial position, results of operations, and cash flows for the periods presented. The Company has adopted the calendar year as its fiscal year for financial reporting purposes.

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, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates include the standalone selling prices of performance obligations in franchise arrangements, the allowance for doubtful accounts on franchisee receivables, the useful lives of long-lived assets, and the evaluation of contingencies. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid investments with original maturities of three months or less when purchased to be cash equivalents. The Company maintains its cash accounts at financial institutions insured by the Federal Deposit Insurance Corporation ("FDIC"). At times, cash balances may exceed FDIC insured limits. The Company has not experienced any losses related to these balances.

Franchisee Receivables

Franchisee receivables primarily consist of initial franchise fees, ongoing royalty fees, advertising fund contributions, and other fees charged to franchisees. Receivables are recorded when revenue is recognized prior to invoicing or when amounts are invoiced to franchisees. The Company reports receivables at their net realizable value, which includes an appropriate allowance for doubtful accounts.

The allowance for doubtful accounts is determined based on management's assessment of several factors, including historical collection experience, current economic conditions, franchisee credit quality, aging of receivable balances, and individual franchisee circumstances. Accounts receivable are written off against the allowance when management determines that collection is no longer probable. The

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Franchisee Receivables (cont.)

allowance for doubtful accounts was $0, $0, and $0 as of December 31, 2025, 2024, and 2023 respectively. Bad debt expense for the years ended December 31, 2025, 2024, and 2023 were $0, $0, and $0 respectively.

Property and Equipment

Property and equipment are stated at cost, less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets as follows:

- Computer equipment and software: 5 years
- Furniture and fixtures: 7 years
- Leasehold improvements: Shorter of lease term or useful life

Expenditures for repairs and maintenance are charged to expense as incurred. Upon retirement or disposition of property and equipment, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is recognized in the statements of income.

The Company reviews long-lived assets for impairment whenever events or circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability is assessed by comparing the carrying amount to the undiscounted future net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment recognized is measured as the amount by which the carrying amount exceeds the fair value. No impairment losses were recorded during the years ended December 31, 2025, 2024, and 2023.

Revenue Recognition

The Company recognizes revenue in accordance with Accounting Standards Codification (ASC) Topic 606, Revenue from Contracts with Customers. Under ASC 606, revenue is recognized when control of promised goods or services is transferred to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. The Company applies the following five-step model:

- Identify the contract with the customer
- Identify the performance obligations in the contract
- Determine the transaction price
- Allocate the transaction price to the performance obligations
- Recognize revenue when (or as) performance obligations are satisfied

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Practical Expedient for Pre-Opening Services

The Company has elected to apply the practical expedient provided in ASC 952-606-25-2, which permits private company franchisors to account for certain pre-opening services as distinct from the franchise license. Under this practical expedient, the Company accounts for the following pre-opening services as a single performance obligation, distinct from the franchise license:

- Site selection assistance and architectural, engineering, and other professional services
- Training of the franchisee's personnel or the franchisee
- Preparation and distribution of manuals and similar material concerning operations, administration, and record keeping
- Inspection, testing, and other quality control programs

Principal Sources of Revenue

Initial Franchise Fees
The Company charges initial franchise fees to franchisees for the right to operate a franchised location. The franchise agreement grants the franchisee access to the Company's proprietary brand, trademarks, operating systems, and ongoing support services over the term of the franchise agreement.

Under ASC 606, the Company has identified the following performance obligations in its franchise agreements:

1. Pre-opening services (accounted for as a single performance obligation under the practical expedient)
2. Franchise license (right to access the Company's intellectual property over the term of the agreement)

The Company allocates the initial franchise fee to these performance obligations based on their relative standalone selling prices. The standalone selling price of pre-opening services is determined using an adjusted market assessment approach, considering the cost of similar services if acquired from third-party providers. The residual amount is allocated to the franchise license.

Revenue allocated to pre-opening services is recognized when those services are completed, typically prior to the franchise location opening. Revenue allocated to the franchise license is recognized on a straight-line basis over the term of the franchise agreement, beginning when the franchise location opens, as this is when the franchisee is able to use and benefit from the Company's intellectual property.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Continuing Royalty Fees
Franchisees are required to pay continuing royalty fees based on a percentage of their gross sales. These royalty fees relate to the ongoing franchise license and are considered sales-based royalties on licenses of intellectual property under ASC 606-10-55-65. In accordance with this guidance, royalty revenue is recognized in the period in which the underlying franchisee sales occur. The Company typically receives royalty reports and payments from franchisees by the following month.

Unearned Revenue

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

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

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

Advertising Costs

Advertising costs incurred by the Company (excluding advertising fund expenditures) are expensed as incurred.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Income Taxes

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

Fair Value Measurements

The Company applies the provisions of ASC Topic 820, Fair Value Measurement, which defines fair value, establishes a framework for measuring fair value, and expands disclosures about fair value measurements. ASC 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (exit price).

ASC 820 establishes a three-level hierarchy for fair value measurements based upon the transparency of inputs to the valuation of an asset or liability as of the measurement date. The three levels are defined as follows:

Level 1 – Inputs to the valuation methodology are quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2 – Inputs to the valuation methodology include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the instrument.

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The carrying amounts reported in the balance sheet for cash and cash equivalents, accounts receivable, accounts payable, and accrued expenses approximate their fair values due to the short-term nature of these instruments.

Commitments and Contingencies

The Company may be subject to various legal proceedings and claims that arise in the ordinary course of business, including disputes with franchisees, employment matters, and intellectual property claims. Management evaluates contingent matters in accordance with ASC Topic 450, Contingencies, to assess the likelihood of losses and determines if accrual or disclosure is appropriate. Liabilities for

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Commitments and Contingencies (cont.)

contingencies are recorded when it is probable that a liability has been incurred and the amount can be reasonably estimated. When a loss is reasonably possible, but not probable, or when a loss is probable but cannot be reasonably estimated, disclosure of the contingency is provided in the notes to the financial statements.

NOTE 3 – CONCENTRATIONS OF RISK

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

NOTE 4 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through February 23, 2026, the date on which the financial statements were available to be issued. Management has determined that none of the events occurring after the date of the balance sheet through the date of Management's review substantially affect the amounts and disclosure of the accompanying financial statements.

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CONSENT

Naper CPA Group, consents to the use in the Franchise Disclosure Document issued by SPIN DOCTOR FRANCHISING, LLC ("Franchisor") on May 22, 2026, as it may be amended, of our report dated February 23, 2026, relating to the Balance Sheet as of December 31, 2025 & December 31, 2024 & December 31, 2023, the related statements of income, changes in shareholders' equity, and cash flows for the years then ended of Franchisor.

Naper CPA Group

Naper CPA Group

Naperville, IL
May 22, 2026

The following two unaudited statements report on the financial status of the business on an accrual basis for the quarter ending June 17, 2026. [Source QuickBooks Online]

Spin Doctor Franchising LLC

Balance Sheet

As of Jun 17, 2026

	TOTAL
Assets	
Current Assets	
Bank Accounts	
BUS COMPLETE CHK (7056) - 1	0.00
BUS COMPLETE CHK (8932) - 1	5,726.97
Princeton International Technology	448.41
Total for Bank Accounts	**$6,175.38**
Accounts Receivable	
Accounts Receivable (A/R)	5.00
Total for Accounts Receivable	**$5.00**
Other Current Assets	
Uncategorized Asset	0.00
Total for Other Current Assets	**$0.00**
Total for Current Assets	**$6,180.38**
Other Assets	
Business Development	5,000.00
Total for Other Assets	**$5,000.00**
Total for Assets	**$11,180.38**
Liabilities and Equity	
Liabilities	
Current Liabilities	
Credit Cards	
Chase Ink Credit Card	-1,663.83
Spin Doctor Franchising	1,521.92
Wells Fargo	-1,012.94
Total for Credit Cards	**-$1,154.85**
Total for Current Liabilities	**-$1,154.85**
Total for Liabilities	**-$1,154.85**
Equity	
Opening Balance Equity	27,073.03
Owner Cash Infusion	21,243.14
Retained Earnings	-29,590.27
Net Income	-6,390.67
Total for Equity	**$12,335.23**
Total for Liabilities and Equity	**$11,180.38**

Accrual Basis Wednesday, June 17, 2026 08:21 PM GMTZ 1/1

Spin Doctor Franchising LLC

Profit and Loss

April 1-June 17, 2026

	TOTAL
Income	
Franchisee Fee	7,027.08
Total for Income	**$7,027.08**
Gross Profit	**$7,027.08**
Expenses	
Advertising and Promotion	660.00
Bank Fee	-75.01
Dues and Subscriptions	505.00
Employee Benefit	932.48
Insurance	477.80
Internet and Computer	482.24
Meals and Entertainment	129.33
Office Expense	25.60
Operating Expense	-22.71
Postage and Shipping	216.00
Telephone	242.09
Travel Expenses	$2.25
Parking	32.15
Total for Travel Expenses	**$34.40**
Total for Expenses	**$3,607.22**
Net Operating Income	**$3,419.86**
Other Expenses	
Uniform Expense	37.82
Total for Other Expenses	**$37.82**
Net Other Income	**-$37.82**
Net Income	**$3,382.04**

Accrual Basis Wednesday, June 17, 2026 08:18 PM GMTZ 1/1

Manual Section	Number of Pages
Employee Info	37
Process	30
Skill Build	24
Equipment	44
Retail/POS	37
Wash & Fold	28
Promotions	32
Miscellaneous	26
Estimated Total	258

EXHIBIT H

CURRENT AND FORMER FRANCHISEES

Current Franchisees

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

Note: Current franchisee (at the end of fiscal year 2024) is not operational.

Note: We did not have any multi-unit developers at the close of our last fiscal year.

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:

None

EXHIBIT I

STATE ADDENDA TO DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT AND DISCLOSURE DOCUMENT

Before the franchisor can ask you to materially modify your existing franchise agreement, Section 31125 of the California Corporations Code requires the franchisor to file a material modification application with the Department of Financial Protection and Innovation that includes a disclosure document showing the existing terms and the proposed new terms of your franchise agreement. Once the application is registered, the franchisor must provide you with the disclosure document with an explanation that the charges are voluntary.

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 FINANCIAL PROTECTION AND INNOVATION . ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION 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 THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

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

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

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

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

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

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

The Franchise Agreement requires the 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. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

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

The Franchise Agreement requires binding arbitration. The arbitration will occur in Delaware, 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 Delaware. This provision may not be enforceable under California law.

CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT (CONT.)

Under California law, an agreement between a seller and a buyer regarding the price at which the buyer can resell a product (known as vertical price-fixing or resale price maintenance) is illegal. Therefore, requirements on franchisees to sell goods or services at specific prices set by the franchisor may be unenforceable.”

4. The following language is added:

a. For franchisees operating outlets located in California, California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

b. The franchisee agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extend void under California Business and Professions.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
SPIN DOCTOR® FRANCHISING, LLC	______________________________
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

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 SUB-FRANCHISOR, 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 SUB-FRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

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

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

Commissioner of Securities
335 Merchant Street
Honolulu, Hawaii 96813

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

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

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

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

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

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

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

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

> Illinois law governs the agreements between the parties to this franchise.
>
> Section 4 of the Act provides that any provision in a franchise agreement that designates jurisdiction of venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.
>
> Section 41 of the Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Act or any other law of Illinois is void.
>
> Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Act.

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

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

The following is added to Item 17:

> The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
>
> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
>
> You have the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.
>
> The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.

The following is added regarding statements and questionnaires

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

MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

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

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

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

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

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

- Minnesota Rules 2860.4400(D) prohibit 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 ONLY A SUMMARY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

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

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

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

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

> Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:
>
> A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.
>
> B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
>
> C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
>
> D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective

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

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

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

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

The initial franchise fee constitutes part of our general operating funds and will be used as such at 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 for 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:

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 damages.

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

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

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

RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT

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

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

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

VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT

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

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

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

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

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

Washington Addendum to the Franchise Disclosure Document, Franchise Agreement, Multi-Unit Development Agreement, and Related Agreements.”

(See Exhibit J)

Exhibit J
State Addenda to Agreements
ILLINOIS RIDER TO _____________ AGREEMENT

This Rider amends the _______________ Agreement dated __________________ (the "Agreement"), between Spin Doctor® Franchising, LLC, a Delaware limited liability company ("Spin Doctor® Franchise") 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. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by: FRANCHISOR:	FRANCHISEE:
SPIN DOCTOR® FRANCHISING, LLC	______________________________
By: __________________________	By: __________________________
Name: ________________________	Name: ________________________
Title: _________________________	Title: _________________________
Date: _________________________	Date: _________________________

INDIANA RIDER TO _______________ AGREEMENT

This Rider amends the ____________ Agreement dated ______________________ (the "Agreement"), between Spin Doctor® Franchising, LLC, a Delaware limited liability company ("Spin Doctor® Franchise") 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 exclusive territory granted the franchisee by the franchise agreement; or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area.

(3) Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of the franchisee.

(4) Allowing the franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee.

(5) Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by 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 compelling cause or in bad faith. Worthy 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 worthy 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 exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring the franchisee to participate in any (A) advertising campaign or contest; (B) promotional campaign; (C) promotional materials; or (D) display decorations or materials; at an expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
SPIN DOCTOR® FRANCHISING, LLC	______________________________
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

MARYLAND RIDER TO FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchisee Agreement and Multi-Unit Development Agreement dated ___________ ___________ (the "Agreement"), between Spin Doctor® Franchising, LLC, a Delaware limited liability company ("Spin Doctor® Franchise") 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. Releases, Estoppels and Waivers of Liability. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they function as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Law.

3. 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.

4. Jurisdiction. 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.

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

(Signature next page)

Agreed to by:

FRANCHISOR:	FRANCHISEE:
SPIN DOCTOR® FRANCHISING, LLC	______________________________
By: ____________________________	By: ____________________________
Name: __________________________	Name: __________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

Pending

MINNESOTA RIDER TO ____________ AGREEMENT

This Rider amends the ____________ Agreement dated ______________________ (the "Agreement"), between Spin Doctor® Franchising, LLC, a Delaware limited liability company ("Spin Doctor® Franchise") 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:

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) prohibit 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:

FRANCHISOR:	FRANCHISEE:
SPIN DOCTOR® FRANCHISING, LLC	______________________________
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

NEW YORK RIDER TO ____________ AGREEMENT

This Rider amends the ____________ Agreement dated ______________________ (the "Agreement"), between Spin Doctor® Franchising, LLC, a Delaware limited liability company ("Spin Doctor® Franchise") 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 Spin Doctor® Franchise 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 Spin Doctor® Franchise 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:

FRANCHISOR:	FRANCHISEE:
SPIN DOCTOR® FRANCHISING, LLC	______________________________
By: __________________________	By: __________________________
Name: ________________________	Name: ________________________
Title: ________________________	Title: ________________________
Date: ________________________	Date: ________________________

NORTH DAKOTA RIDER TO ____________ AGREEMENT

This Rider amends the ____________ Agreement dated ______________________ (the "Agreement"), between Spin Doctor® Franchising, LLC, a Delaware limited liability company ("Spin Doctor® Franchise") 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. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
SPIN DOCTOR® FRANCHISING, LLC	______________________________
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

RHODE ISLAND RIDER TO _____________ AGREEMENT

This Rider amends the ____________ Agreement dated ______________________ (the "Agreement"), between Spin Doctor® Franchising, LLC, a Delaware limited liability company ("Spin Doctor® Franchise") 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:

FRANCHISOR:	FRANCHISEE:
SPIN DOCTOR® FRANCHISING, LLC	______________________________
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. Site of Arbitration, Mediation, and/or Litigation. 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.

4. General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

7. Termination by Franchisee. The franchisee may terminate the franchise agreement under any ground permitted under state law.

8. Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term

of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. Noncompetition Covenants. 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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. Non-solicitation Agreements. 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.

16. Questionnaires and Acknowledgments. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the

franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

In lieu of an impound of franchise fees, the franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or franchise disclosure document, and (b) is open for business. Because the franchisor has material pre-opening obligations with respect to each franchised business the franchisee opens under the Multi-Unit Development Agreement, when franchisor has met all its pre-opening obligations under the franchise agreement and the franchisee is open for business with respect to each such location.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
SPIN DOCTOR® FRANCHISING, LLC	______________________________
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

EXHIBIT K

SBA ADDENDUM

ADDENDUM TO FRANCHISE [1] AGREEMENT

THIS ADDENDUM ("Addendum") is made and entered into on ________________, 20____, by and between ____ ("Franchisor"), located at ____, and ____ ("Franchisee"), located at ____.

Franchisor and Franchisee entered into a Franchise Agreement on ________________, 20___, (such Agreement, together with any amendments, the "Franchise Agreement"). Franchisee is applying for financing(s) from a lender in which funding is provided with the assistance of the U. S. Small Business Administration ("SBA"). SBA requires the execution of this Addendum as a condition for obtaining SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the parties agree that notwithstanding any other terms in the Franchise Agreement or any other document Franchisor requires Franchisee to sign:

CHANGE OF OWNERSHIP

- If Franchisee is proposing to transfer a partial interest in Franchisee and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee. If the Franchisor's consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the (Enter type of) interest or any portion thereof, the transferor will not be liable for the actions of the transferee Franchisee.

FORCED SALE OF ASSETS

- If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee owns the real estate where the franchisee location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the (enter type of) term (excluding additional renewals) for fair market value.

[1] While relationships established under license, jobber, dealer and similar agreements are not generally described as ''franchise'' relationships, if such relationships meet the Federal Trade Commission's (FTC's) definition of a franchise (see 16 CFR § 436), they are treated by SBA as franchise relationships for franchise affiliation determinations per 13 CFR § 121.301(f)(5).

COVENANTS

- If the Franchisee owns the real estate where the franchisee location is operating, Franchisor has not and will not during the term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions. If any such restrictions are currently recorded against the Franchisee's real estate, they must be removed in order for the Franchisee to obtain SBA-assisted financing.

EMPLOYMENT

- Franchisor will not directly control (hire, fire or schedule) Franchisee's employees. For temporary personnel franchises, the temporary employees will be employed by the Franchisee not the Franchisor.

As to the referenced Franchise Agreement, this Addendum automatically terminates when SBA no longer has any interest in any SBA-assisted financing provided to the Franchisee.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

Franchisor and Franchisee acknowledge that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U.S.C. 1001 and other provisions, including liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729 - 3733.

Authorized Representative of FRANCHISOR**:**

By: ______________________________

Print Name: _______________________

Title:______________________________

Authorized Representative of FRANCHISEE**:**

By: ______________________________

Print Name: _______________________

Title:______________________________

Note to Parties: This Addendum only addresses "affiliation" between the Franchisor and Franchisee. Additionally, the applicant Franchisee and the (type of agreement) system must meet all SBA eligibility requirements.

STATE EFFECTIVE DATES

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

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

State	Effective Date
Washington	November 16, 2025
Virginia	September 4, 2025
Minnesota	July 1, 2025
California	Renewal TBD
New York	April 29, 2025
Maryland	Pending

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

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 Spin Doctor® Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document earlier than 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 Spin Doctor® Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and any applicable state agency (which are listed in Exhibit A).

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

Name	Principal Business Address	Telephone Number
Ms. Cathy McBarnette	17 Flagger Lane, Trenton, NJ 08619	609-241-9124

Issuance Date: May 22nd, 2026. I received a disclosure document dated 5/22/2026, that included the following Exhibits:

A. State Administrators and Agents for Service of Process
B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
C. Multi-Unit Development Agreement
D. Rider to Lease Agreement
E. Form of General Release
F. Financial Statements
G. Operations (Team) Manual Table of Contents
H. Current and Former Franchisees
I. State Addenda to Disclosure Document
J. State Addenda to Agreements
K. SBA Addendum

Signature: ____________________________
Print Name: ___________________________
Date Received: _________________________

Keep This Copy for Your Records

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Ms. Cathy McBarnette	17 Flagger Lane, , Trenton, NJ 08619	732-241-9124

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I. State Addenda to Disclosure Document
J. State Addenda to Agreements
K. SBA Addendum

Signature: ______________________________

Print Name: ____________________________

Date Received: __________________________

Return This Copy to Us
Spin Doctor® Franchising, LLC
17 Flagger Lane, Trenton, NJ 08619