FRANCHISE DISCLOSURE DOCUMENT

Bin There USA, LLC
a Delaware limited liability company
2010 Winston Park Drive, Suite 300
Oakville, Ontario, L6H 5R7 Canada
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Website: www.bintheredumpthat.com/franchise.php
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The franchisee will operate a BIN THERE DUMP THAT business (a "**BTDT Business**") providing waste removal and disposal services, and other related services and products we may periodically introduce.

The total investment necessary to begin operation of a BTDT Business franchise is $133,800 to $313,000. This includes $29,000 to $55,000 that you must pay to the franchisor or its affiliates. See Items 5 and 7 for details.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Stu Benedict at the address and telephone number listed above.

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

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

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

The issuance date of this Franchise Disclosure Document is April 29, 2026.

HOW TO USE THIS FRANCHISE DISCLOSURE DOCUMENT

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit D.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit F includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Bin There Dump That business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Bin There Dump That franchisee?	Item 20 or Exhibit D list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

WHAT YOU NEED TO KNOW ABOUT FRANCHISING *GENERALLY*

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

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

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

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

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

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

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

Some States Require Registration

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

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

SPECIAL RISKS TO CONSIDER ABOUT *THIS* FRANCHISE

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

Out-of-State Dispute Resolution. The franchise agreement requires you to resolve disputes with us by mediation and litigation in New York. Out of state mediation and litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate and litigate in New York than in your own state.

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

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

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

Unopened Franchises. The franchisor has signed a significant number of Franchise Agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you may also experience delays in opening your own outlet.

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.

BIN THERE DUMP THAT
FRANCHISE DISCLOSURE DOCUMENT

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

The Franchisor

Bin There USA, LLC ("**us**," "**our**," or "**we**") is the franchisor.

We maintain our principal place of business at 2010 Winston Park Drive, Suite 300, Oakville, Ontario, L6H 5R7, Canada, tel (905.582.1234). We do not maintain sales offices at any location other than our principal place of business. We do not use any sales brokers or other sales organizations. We conduct business under the name and mark "Bin There ... Dump That" names and marks. We do not conduct business under any other name.

We are a Delaware limited liability company and were formed on December 16, 2010.

We franchise the right to operate a "Bin There Dump That" business providing waste removal and disposal services and other related services and products we may periodically introduce (a "**BTDT Business**"). We began to offer BTDT Business franchises in the second quarter of 2011. We are not involved in any other business activities. We do not currently operate a business similar to the franchise being offered to you.

Our Parent and Affiliates

Our parent company is That Franchise Inc. ("**TFI**"), an Ontario, Canada corporation that was incorporated on June 4, 2003. TFI's principal place of business is located at 2010 Winston Park Drive, Suite 300, Oakville, Ontario, L6H 5R7, Canada. TFI is the franchisor of BTDT Businesses in Canada. A list of TFI's Canadian franchisees can be found in Exhibit D of this disclosure document. TFI has offered franchises in Canada for BTDT Businesses since June 2003. TFI does not operate any BTDT Businesses itself. TFI is the owner of the Marks (defined below), which are described more fully in Item 13 of this disclosure document. TFI does not own or operate any other forms of business and does not offer franchises in any other line of business.

We have several affiliates that offer franchises in Canada, as noted below. For each of these affiliated companies, the principal place of business is 2010 Winston Park Drive, Suite 300, Oakville, Ontario, L6H 5R7, Canada, and none of these companies own or operate any other forms of business nor offer franchises in any other line of business.

- Our affiliate TN Pest Control, Inc. ("**TNPCI**") is a Canada corporation that was formed on October 28, 2008. TNPCI is a master franchisee of Truly Nolen of America, Inc., and as master franchisee offers "Truly Nolen" franchised businesses in Canada, which provide pest control services.

- Our affiliate Christmas Décor Canada Inc. ("**CDCI**") is a Canada corporation that was formed on March 23, 1994. CDCI is a master franchisee of The Décor Group and as master franchisee offers "Christmas Décor" franchised businesses in Canada, which provide holiday lighting products and services.

Except as described above, we do not have any affiliates, parent companies, predecessors or subsidiaries.

BTDT Business Franchise Agreement

We offer to enter into franchise agreements for BTDT Businesses ("**Franchise Agreements**") with qualified individuals and companies ("**you**") that wish to establish and operate a BTDT Business as a Franchisee. Our current form of Franchise Agreement is attached to this disclosure document as Exhibit A-1.

In this disclosure document, the term "**you**" means the person or legal entity with whom we enter into an agreement. The term "**you**" also refers to the direct and indirect owners of a corporation, partnership, limited liability company, limited liability partnership, or other entity that signs a Franchise Agreement as the "franchisee."

Under the Franchise Agreement, you will be granted the right to operate the Franchised Business within a defined operating territory ("**Territory**") (see Item 12 of this Disclosure Document for further details on the Territory).

If you sign a franchise agreement, then we will authorize you to operate a BTDT Business franchise ("**Franchised Business**", "**Franchise**" or **"Franchises**"). A BIN THERE DUMP THAT franchisee (a "**Franchisee**") will operate a BTDT Business providing waste removal and disposal services, and other related services and products that we may periodically introduce. A Franchised Business can be operated as a one-person business, or you may choose to hire employees at the outset or as the Franchised Business grows.

A Franchise serves its customers by operating within a uniform system consisting of high standards of service, using quality products, and operating according to the business format we have created and developed (the "**System**"). BTDT Businesses are operated under the trademark "BIN THERE DUMP THAT" and other trademarks, trade names and commercial symbols which we specify from time to time (the "**Marks**").

Customers of a BTDT Business seek high quality, efficient trash and waste removal services for their homes or businesses. Therefore, the principal market for our mini disposal service is residential homes and commercial properties whose owners wish to have bins placed on their property for the purpose of placing trash or waste in the bin for removal and disposal. This is the business that you will operate under a Franchise Agreement.

When you sign the Franchise Agreement, you and each of your principals must at the same time enter into and deliver to us a general security agreement in the form annexed to the Franchise Agreement as Exhibit B (the "**Security Agreement**"). The Security Agreement grants us a security interest in the property and proceeds of the Franchised Business, including the equipment, motor vehicles, inventory and accounts receivables of the Franchised Business.

Industry-Specific Regulations

You must comply with all local, state, and federal laws that apply to your Franchised Business operations, including, for example, health, environmental and waste disposal, licensing, EEOC, OSHA, discrimination, employment, sexual harassment, and tax laws. Some state and local laws place restrictions on the private conduct of waste removal and disposal services, and these restrictions may limit or outright prevent you from establishing and operating a Franchised Business in those areas. You should fully research all laws and regulations applicable to waste removal and disposal services in the area(s) in which you are interested in establishing and operating a BTDT Business. You must register with the department of motor vehicles and perhaps other agencies in applicable states in order to operate the waste disposal vehicles for your Franchise. You must comply with all applicable federal, state, and local laws and regulations during the operation of your Franchise. You should consult with your attorney concerning those and other local laws and ordinances that may affect your Franchised Business' operation.

Competition

You can expect to compete in your market with locally-owned businesses, as well as with national and regional chains that offer environmental services, including other franchised and non-franchised operations that offer the same or similar services. In some markets, you may compete with municipal waste removal agencies. The market for private waste removal and disposal services is developed in some areas and developing in other areas, depending on the number of waste and trash removal services available or operating in the particular area. Private waste removal and disposal businesses compete on the basis of many factors, such as price, service, location, speed of service, and marketing programs. These businesses are often affected by other factors as well, such as changes in economic conditions and seasonal fluctuations.

ITEM 2
BUSINESS EXPERIENCE

Michael J. Kernaghan – Manager, President, Chief Executive Officer, Member of the Board of Managers

Mr. Kernaghan became our Manager, President and a member of our Board of Managers since our inception in December 2010; Mr. Kernaghan has also served as our Chief Executive Officer since April 2011. He is also Chief Executive Officer (since April 2011) as well as President, Secretary/Treasurer, and a Director of TFI, and has held those positions since TFI's inception in June 2003. Mr. Kernaghan was was Chief Operating Officer for Turf Management Systems, Inc. in Missisauga, Ontario from June 1987 to January 2011, and was its Chief Executive Officer from January 2011 to March 2019.

Mark Crossett – Member of the Board of Managers

Mr. Crossett has been a member of our Board of Managers since our inception in December 2010. He was our Vice President from our inception until May 2012. He has also been a Director of TFI since June 2003, and was Vice President of TFI from June 2003 to May 2012.

Mike Pocrnic – Chief Financial Officer

Mr. Pocrnic is the Chief Financial Officer for TFI and has held that position since March 2019. In this capacity, he also provides services to us that are similar to his role with TFI. He was Vice President of Finance and Administration for Turf Management Systems, Inc. in Missisauga

Ontario from March 2008 to March 2019. Mr. Pocrnic was Senior Accountant for WSIB in Toronto, Ontario from January 2007 to November 2007, a Financial Analyst for Fuse Marketing in Toronto, Ontario from October 2005 to June 2006, a Senior Accountant for Pink Elephant in Oakville, Ontario from March 2005 to October 2005, a Project Accountant for Accenture in Mississauga, Ontario from September 2004 to March 2005, and a Financial Analyst for Mini Tankers USA in Mississauga, Ontario from October 1999 to April 2004.

Chris Kane – Vice President of Franchise Support and Training
Mr. Kane has been our Vice President of Franchise Support and Training since April 2024. Before that, he was a founder and CFO of The Dog Stop in Pittsburgh, Pennsylvania from September 2009 to December 2023.

Unless otherwise indicated above, the location of the employer is in Oakville, Ontario. Also, unless otherwise explained, the individuals listed above also hold the same position and have the same responsibilities for us as they do for our parent, TFI.

ITEM 3
LITIGATION

Bin There USA LLC v. Farrar et al., No. 3:21-cv-00149 (E.D. Va.). We filed this action in March 2021 against a BIN THERE DUMP THAT franchisee in Fredericksburg, VA and its principal. The complaint alleged that we had validly terminated the franchise agreement due to the franchisee's repeated breaches of the franchise agreement. We sought a preliminary injunction against the defendants' continued operation under the BIN THERE DUMP THAT marks. The defendants asserted a counterclaim alleging that the franchise agreement had been wrongfully terminated, but it did not identify a particular cause of action. The case was settled in May 2021. The settlement provided for the payment by the defendants of $10,000 (which was paid) and entry of a consent judgment, which provided that the franchise agreement had been validly terminated, and enjoined the defendants, among other things, from using the BIN THERE DUMP THAT marks or the color green in any competitive business, and dismissed all remaining claims and counterclaims with prejudice. In late 2021 and early 2022, the defendants were caught violating the consent judgment; after notice was given in accordance with the consent judgment and repeated violations took place, we filed a motion for contempt. After briefing and a hearing, the parties entered into a consent order on the motion for contempt, which was entered by the court in May 2022, in which the defendants were found in contempt; the defendants were permanently enjoined from operating their business in the city limits of Richmond, VA; and the defendants agreed to pay $25,000 to us. The defendants made that payment in accordance with the schedule set forth in the consent order.

Except for the above action, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Application Form, Deposit, and Evaluation Period Renewal Fees**:**

You will apply for a Franchise by completing and submitting to us an application form and net worth statement. If you meet our qualifications for a Franchise, we may ask you to execute a deposit agreement ("**Deposit Agreement**") and pay us a deposit of $5,000 (the "**Deposit**"). The Deposit is uniform for all prospective franchisees and is not refundable under any circumstances. Our current form of Deposit Agreement is attached to this Disclosure Document as Exhibit A-3.

Under the Deposit Agreement, you will have the option to acquire a Franchise for a specific operating territory that will be described in the Deposit Agreement. The Deposit Agreement will expire 30 days after you sign the Deposit Agreement (the "**Evaluation Period**"), unless before then you either enter into a Franchise Agreement with us, terminate the Deposit Agreement, or you renew the Deposit Agreement for up to two additional one-month Evaluation Periods by paying us a renewal fee of $500 for each additional Evaluation Period. The $500 per month renewal Evaluation Period fee is uniform for all prospective franchisees and is not refundable.

To exercise your option under the Deposit Agreement, you must enter into our standard form of Franchise Agreement and pay us an initial franchise fee (an "**Initial Franchise Fee**"). We will apply the $5,000 Deposit you have paid us, as well as any renewal Evaluation Period fees you have paid us, toward payment of the Initial Franchise Fee when you sign the Franchise Agreement.

Initial Franchise Fee

When you sign the Franchise Agreement, you must pay us an Initial Franchise Fee. The Franchise Fee is $29,000, plus $1,000 for each increment of 25,000 persons over the base population of 125,000 in your Territory. Although the Initial Franchise Fee varies according to the population within your Territory, it is uniformly applied to all franchisees. We also provide you with a Start-up Kit before you open the Franchised Business, and the cost of the Start-up Kit is included within the Initial Franchise Fee. Except as described below, the Initial Franchise Fee is not refundable.

You must begin seeking all government approvals immediately when you sign the Franchise Agreement. As part of your pre-opening task list, we will help and guide you in applying for these approvals. If, during the 30-day period after you sign the agreement, you cannot obtain all of the required governmental approvals, permits, licenses, and certificates needed to establish the Franchised Business in the Territory (despite making a good faith best effort to do so), then you (or we) will have the right to terminate the Agreement. In the event of termination of the Franchise Agreement for this reason, after the parties have exchanged a termination agreement and a release in a reasonable form that we will provide, we will refund to you the Initial Franchise Fee, less $5,000 to reimburse us for our costs that we will have incurred under the Franchise Agreement, including our legal costs. But, if you did not make a good faith, diligent effort to secure the requisite governmental approvals, permits, licenses, and certificates, then we will have the right to retain all amounts you have paid to us as liquidated damages and not as a penalty.

In addition, if you are unable to satisfactorily complete our initial training program to our satisfaction, then we may terminate the Franchise Agreement. In the event of termination of the Franchise Agreement for this reason, after the parties have exchanged a termination agreement and a release in a reasonable form that we will provide, we will refund to you the Initial Franchise Fee (and the other amounts you have paid to us), less $5,000 to reimburse us for our costs that we will have incurred under the Franchise Agreement, including our legal costs.

Initial Purchases of Products

You may, but are not required to, purchase certain products and supplies from us before you begin operating your Franchised Business. These products currently include uniforms for your employees, business cards and vehicle decals. If you choose to purchase these materials from us, we estimate that the cost will range from $100 to $2,000, depending on the number of items you purchase.

Initial Training Fee

Under the Franchise Agreement, we will provide initial training to you at our office in Oakville, Ontario at no charge for up to three individuals. You may elect to send more than that number of individuals to our initial training program, but if you do so you then must pay us an initial training fee of $750 for each additional trainee. If you wish, instead of training your personnel at our office in Canada, we can provide initial training for your personnel on-site at your premises. For on-site training, you must pay us an initial training fee of $600 for each additional trainee and also must reimburse us for our costs of providing on-site training (including travel, room and board). In all cases, you are responsible for travel, room and board expenses of your personnel who attend training. Initial training fees are payable at the time we invoice you, and are non-refundable and uniformly applied.

Application of Payments

Proceeds from the initial fees go into our general fund and, in part, compensate us for the lost or deferred opportunity to franchise others and, in part, is used to pay or defray some of the costs we may incur as a result of: (1) screening and approving prospective franchisees; (2) providing advice and assistance to franchisees; (3) incurring legal fees, accounting fees, and other costs to comply with the federal and state laws governing this offering; (4) developing, registering, and protecting the Proprietary Marks; (5) prior research and development relating to the System; (6) prior development of our training programs, new business training, or on-going training; and (7) marketing and general administrative expenses.

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ITEM 6
OTHER FEES

Type of Fee (Note 1)	Amount	Due Date	Remarks
Royalties (Note 2)	Year 1 of initial term: $600 per production vehicle per month during the Franchise Agreement. Year 2 of initial term: $900 per production vehicle per month during the Franchise Agreement. Year 3 of initial term: $1,200 per production vehicle per month during the Franchise Agreement. Year 4 and all years after that (including any renewal terms): currently $1,395 per production vehicle per month during the Franchise Agreement, as that amount will be adjusted for annual increases to the Index. See Note 3.	Royalties are payable monthly on the first day of each month, with the first payment to be made on the first day of the first full month after the date of the Franchise Agreement.	"Vehicle" is defined as any motorized vehicle operated by a BTDT Business that removes and transports trash from a customer's property. You must have at least one vehicle to operate the Franchised Business at all times within the Territory, but need not have any additional vehicles unless and until you deem necessary. (See Note 2 below, and Section 11.2 in the Franchise Agreement)
Advertising contributions (Note 2)	Year 1 of initial term: $1,440 per production vehicle per year. Year 2 of initial term: $2,160 per production vehicle per year. Year 3 of initial term: $2,880 per production vehicle per year. Year 4 and all years after that (including any renewal terms): currently $3,347 per production vehicle per year, as that amount will be adjusted for annual increases to the Index. See Note 3.	Monthly installments are due on the 15th day of every month. (See Note 2)	In each year, your level of contribution will be based on the royalties you must pay in that year. We are also entitled to charge you reasonable administration fees in respect of managing the Advertising Fund. (See Sections 5.3 and 11.3 in the Franchise Agreement)
Continuing assistance	Our cost of providing assistance	When invoiced	If – at your request - we provide on-site assistance or consultation under Section 2.2 of the Franchise Agreement.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Renewal Fee	The greater of $14,500 or 50% of our then-current initial franchise fee.	At renewal	See Section 1.5 of the Franchise Agreement.
Transfer fee	The greater of $14,500 or 6% of the total value of the transfer transaction.	Upon a transfer	You must pay this fee if we approve a transfer under your Franchise Agreement.
Additional training and seminars	For replacement training, $750 for each replacement individual trained.	Before start of training	You must pay us a training fee of $750 for each replacement trainee. In addition, you must attend and participate in management seminars and training and refresher courses we periodically conduct (not more than two courses each calendar year),
Annual Convention	Our convention fee in effect at the time, not to exceed $750 per participant.	Before convention	You must attend our annual convention, if held. We can charge this fee to you whether or not you (or any of your representatives) attend the convention.
Technology Fee (Note 4)	An amount not to exceed $500 per month (Note 4)	Monthly, as invoiced	We may implement a Technology Fee in the future. See Note 4.
Goods and supplies	Our price in effect when we receive your order	When incurred	You may purchase certain goods and supplies from us.
Product testing	Our cost of testing	When incurred	If you want to use an unapproved product or supplier.
Re-stocking charge	10% of our invoiced price to you plus our cost of refurbishing and re-packaging	When goods are returned	If you return non-defective goods purchased from us. (See Section 7.2 of the Franchise Agreement)
Maintenance and repair	Cost of maintenance or repair	Upon receipt of invoice	If you fail to properly maintain your Franchised Business, its contents and vehicles, we will have the right (but not the obligation) to effect maintenance or repair on your behalf. If we do so, you will have to reimburse us for our costs. (See Section 9.6 of the Franchise Agreement)

Type of Fee (Note 1)	**Amount**	**Due Date**	**Remarks**
Management fee	Reasonable management fee	Upon receipt of invoice	If the franchisee's principal becomes disabled or dies, or if you are absent, then we will have the right (but we won't be required) to manage your Franchise under Section 16.7 of the Franchise Agreement.
Creditor claims	Amount of claim	When invoiced	If we elect to pay your creditors under Section 7.3 of the Franchise Agreement.
Appraisal	Cost of appraisal	At closing of sale	If we elect to exercise our right to buy your business assets if the Franchise expires or is terminated, and we cannot agree on price. (See Section 15.2 of the Franchise Agreement).
Our costs and damages (including legal costs)	Our cost	When incurred	If after termination or expiration of the Franchise Agreement we obtain relief for the enforcement of any provisions of the agreement, or we successfully defend a claim you bring against us relating to entering into the Franchise Agreement, you must pay our damages, costs and expenses (including reasonable attorneys' fees).
Interest	1.5% per month, up to the maximum rate permitted by law.	When incurred	If any payment is overdue, you must pay us interest in addition to the overdue amount.
Indemnification	Will vary under circumstances	When incurred	You must indemnify us against any third party claims arising from the operation of your business, as well as any breach of contract on your part, and also if you offer securities.
Lost Future Royalties (Note 5)	The monthly royalties due for the lesser of 36 months, or the number of months remaining in the then-current term of the Franchise Agreement.	Upon request	You must pay this if we terminate the Franchise Agreement as a result of your default or if you abandon the Franchised Business.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Uniforms	$300 - $500	When incurred	Under the Franchise Agreement, you may choose to purchase certain products from us, including uniforms.
Insurance	Our cost plus reasonable fee	When invoiced	If under the Franchise Agreement you fail to maintain your insurance and we maintain it on your behalf. (See Section 13.3 of the Franchise Agreement)
Non-Compliance fee	$100 for each day a violation remains uncured.	When incurred	We can charge this fee following notice to you if (a) you do not obtain or deliver required insurance policies or certificates, or (b) if you fail to deliver to us required financial statements or reports. We also reserve the right, while such default(s) remain uncured, to terminate your access to our operating system (currently, "Bin Tracker").

(Please review this table together with the notes that follow below.)

Notes:

1. All fees are payable to us, uniformly applied to new system franchisees, and non-refundable. However, in some instances in which it was appropriate to do so, we have waived some or all of these fees for a particular franchisee.

2. You must pay your royalties and advertising contributions and administrative fees by ACH electronic fund transfer. We reserve the right, at any time in the future upon 30 days' written notice to you, to revise the amount of royalties and advertising contributions payable under the Franchise Agreement to instead be based on the monthly "gross sales" of the Franchised Business, in an amount of up to 8% of monthly gross sales for royalties, and up to 2% of gross sales for advertising contributions.

3. We have the right to adjust, for inflation, all fixed dollar amounts under the Franchise Agreement (except for the initial franchise fee and the royalty fee during the first three years of the Franchise Agreement) once a year. The term "**Index**" means the Consumer Price Index (1982 84=100; all items; CPI-U; all urban consumers) as published by the U.S. Bureau of Labor Statistics ("**BLS**"). If at any time the BLS no longer publishes the Index, then we have the right to designate a reasonable alternative measure of inflation to determine the Index.

4. We may in the future implement a technology fee that is commensurate in order to support the development, maintenance, and use of proprietary and third-party technology platforms and systems. This includes, but is not limited to, dispatch software, customer

relationship management (CRM) platforms, centralized data warehouses, and business intelligence or query tools used to monitor, report on, and improve operational performance. We will provide at least 60 days' written notice before implementing and/or making any changes.

5. If, as noted above, Franchisor in the future implements royalties based on the gross sales of the Franchised Business, the amount of liquidated damages payable will be calculated as follows (a) the average of your monthly royalties that are due under the Franchise Agreement for the 12 months immediately before the delivery of the notice of default (or, if you have been operating for less than 12 months, the average of your royalties for the number of months you have operated the Franchised Business); and (b) multiplied by the lesser of 36 or the number of months remaining in the then-current term of the Franchise Agreement.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure (Note 1)	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial franchise fee (Note 2)	$29,000 to $55,000	Lump sum	Upon signing Franchise Agreement	Franchisor
Premises rent and security deposit	See Note 3	Lump sum	First of month	Landlord
Vehicles (Note 4)	$14,800 to $25,000	Lump sum	When incurred	Supplier
Opening inventory of bins, equipment and supplies (Note 5)	$50,000 to $150,000	Lump sum	When incurred	Suppliers
Initial training expenses (Note 6)	$3,000	Lump sum	When incurred	Suppliers
Insurance and other prepaid expenses (Note 7)	$15,000 to $35,000	Lump sum	When incurred	Suppliers
Licenses, legal and accounting fees (Note 8)	$2,000 to $5,000	Varies	When incurred	Government or supplier
Additional Funds (three months) (Note 9)	$20,000 to $40,000	Varies	When incurred	Employees/others
TOTAL (Note 10)	**$133,800 to $313,000, plus real estate, if you choose to establish an office**			

(Please review this table together with the notes that follow below.)

Notes:

Please note that we do not offer direct or indirect financing to you for any items. The availability and terms of financing from other sources will likely depend on factors such as the availability of financing generally, your creditworthiness, and the policies of lending institutions.

(1) Except as noted below none of the amounts shown in the Table are refundable under any circumstances. We do not offer direct or indirect financing for any part of the initial investment.

(2) The Initial Franchise Fee is discussed in detail in Item 5, including the circumstances under which a portion of the Initial Franchise Fee may be refundable. The Initial Franchise Fee must be paid when the Franchise Agreement is signed. The chart shows the range of Initial Franchise Fees that would be required for a Franchise with a Territory of between 100,000 and 650,000 persons. In the limited circumstances where a Territory is larger than 650,000 persons, the Initial Franchise Fee will be higher.

As also described in Item 5, if you enter into a Deposit Agreement, the $5,000 Deposit and any $500 Evaluation Period renewal fees you have paid us are applied towards payment of the Initial Franchise Fee. See Item 5 for details.

(3) You are not required under the Franchise Agreement to lease or rent an office or storage facility for your Franchised Business. As noted in Item 1, you may run your Franchised Business from an Office located in your home or another location that you may wish to use for that purpose. You do not have to lease separate space for your Office, and we assume that you will not do so. If you wish to rent or purchase office space, then you will incur costs in addition to those noted in the Item 7 chart. If you do not already have it, you will need storage space for bins, tools and vehicles. We cannot reasonably estimate your cost of acquiring this space if you choose to do so because it will vary considerably with the amount of space that you want and the geographic location and type of space you choose, though you should expect to potentially pay any or all of the following: lease deposit for first and last months' rent, security deposit, real estate brokerage fees, leasehold improvements, design and mechanical fees, deposits for phone and utilities and permits. If needed, outdoor storage space (generally about 4,000 square feet) for your vehicles can be leased in most areas for between $350 to $1,500 per month.

(4) We estimate that your cost of leasing a suitable truck for the Franchised Business, with the necessary equipment attached, will be $2,200 to $2,500 per month per vehicle. You must have at least one vehicle to operate the Franchised Business, but need not have any additional vehicles unless and until you deem necessary. The chart shows the estimated cost of the down payment for one vehicle, plus the lease for that vehicle for one month before you open for business and for the first three months of operation (for a total of four months).

(5) The estimate in the chart is for the bins, equipment (including the computer system hardware and software and a mobile phone) and related supplies for the Franchised Business. This includes the supplies you may purchase from us (uniforms, business cards and vehicle decals) noted in Item 5 above to range from $100 to $2,000, depending on the items you elect to purchase from us. A Territory of 250,000 persons or more will require a minimum of 12 bins. Bins cost between $4,000 and $6,500, depending on the configuration and size of bin selected. Bins may also be leased at a cost of approximately $130 per bin, per month.

(6) You should allow at least $1,500 per person for travel, lodging, food and other miscellaneous living expenses incurred during travel to and attending the initial training program. A Franchised Business can be operated as a two-person business, or you may choose to hire employees at the outset or as the Franchised Business grows. The amount in the chart reflects the costs and expenses you will incur in sending two individuals to training at our offices. As described in Item 5, there is no additional charge for your first three trainees. Otherwise, the initial training fee depends on the number of additional trainees you send to training. Your actual costs will vary, depending on the number of trainees you send to training, the distance to be travelled, your method of travel, your lodging choice, and your personal circumstances.

(7) The estimate is for the annual premium for the policies required under the Franchise Agreement. Insurance costs will vary depending upon factors such as the number of vehicles to be insured, your driving record, and the size and location of the Franchised Business. Your insurance obligations are more fully described in Item 8.

(8) Other than asking you to enter into the Deposit Agreement, we do not require any prepaid deposits, permits or licenses before you begin the operation of your Franchised Business but your particular locality may require a permit or license to perform the services of your Franchise or have other business licensing requirements. You are responsible for obtaining any permits or licenses as well as any other business licenses required in your locality. You should consult your lawyer or your municipal and provincial authorities about the specific legal requirements for payment of sales tax and business licenses and related types of expenses. These fees also include the estimated fees charged by your lawyer to review the Franchise Agreement and other documentation, to advise you, and to incorporate a business entity on your behalf to enter into the Franchise Agreement and the fees charged by your accountant and/or financial advisor.

(9) You will need additional capital to support on-going expenses, such as payroll and utilities, to the extent that these costs are not covered by sales revenue. New businesses often generate a negative cash flow. We estimate that the amount given will be sufficient to cover on-going expenses for the start-up phase of the business, which we calculate to be three months. This is only an estimate, however, and additional working capital may be necessary during this start-up phase and after.

(10) We relied on our experience in the waste removal franchising business to compile these estimates. They present a range of estimates that we consider reasonable based upon our experience. You may incur additional expenses when starting your business. The actual amount of additional funds you may need depends on a variety of factors, such as whether you extend credit terms to customers, or the time of year you start your business. Except as specifically stated above, the estimates given may be subject to increases based on changes in market conditions, our cost of providing services and future policy changes. In addition, we cannot predict (and encourage you to consider) the implications of public policy on inflation, tariff rates, impact of climate change, and commodity and other cost fluctuation due to immigration restrictions.

We recommend that you obtain independent estimates from third-party vendors of the costs that would apply to your establishment and operation of a franchise and discuss the economic experience of opening and operating a franchise with our current and past BTDT Franchisees.

You should also review these estimates carefully with your business advisors before making any decision to purchase the Franchised Business. Finally, you are encouraged to visit existing BTDT Franchisees who may be willing to answer any questions you might have with respect to the estimates in this disclosure document.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To ensure that the highest degree of quality and service is maintained, you must operate the Franchised Business in strict conformity with the methods, standards, and specifications as we may periodically prescribe in the Manual or otherwise in writing.

Sources of Supply for Goods and Services

All bins, fixtures, furnishings, equipment, tools, vehicles, computer software and hardware, inventory, supplies, signs and other items used to operate your Franchised Business must be consistent with our specifications and standards for design, appearance, function, performance, reliability and serviceability, and our brand name requirements. Specifications, standards and brand requirements are included in our Manual and may also be provided by us periodically in other written communication to you in particular or to our BTDT Franchisees generally. We may modify these specifications, standards and requirements.

All products, supplies, equipment and signs which you use in your Franchised Business must be purchased only from us or from suppliers we have approved. All other items which you use in your Franchised Business may be purchased from any source of supply, as long as the items which you purchase conform to our standards, specifications and brand name requirements. If you fail to pay a supplier on time, the Franchise Agreement permits us to pay the supplier on your behalf, and if we do so then you must reimburse us upon demand. (Section 9.6 of the Franchise Agreement).

Currently the only item which we supply exclusively to the System is a Start-up Kit, which we will provide to franchisees before opening a Franchised Business. The cost of the Start-up Kit is included in the Initial Franchise Fee. There may be other products, such as uniforms, business cards and vehicle decals that you may purchase from us if you wish. However, you are not required to purchase any products or supplies from us, as all are available from other approved suppliers. If we do supply other items in the future, we will notify you periodically of our prices and other terms of purchase for items, and we may change these at any time. Unless we agree with you in writing on different payment terms, you must pay for all items which you order from us upon delivery. While you may return for replacement or credit any defective item which you have purchased from us, we provide no other product warranty. You may return any non-defective item which you purchased from us, but you must pay us for our cost of refurbishing and re-packaging the item, plus a re-stocking charge (Section 7.2 of the Franchise Agreement).

We will provide you periodically with lists of other approved suppliers of bins, other products, supplies, equipment and signs. We base our approval of a supplier on its ability to supply specifically branded goods or other goods of the quality and in the quantities we require, and on its pricing policy, credit terms and marketing support. If you propose to purchase or lease any bins, other products, supplies, equipment or signs from an unapproved source, then you must first notify us and provide us with information for review to determine whether the items meet our specifications and standards. We will advise you within a reasonable time whether such

items meet our specifications and standards. Although the Franchise Agreement does not require that we notify you of our approval or disapproval of a supplier within a specified time, we estimate that we will be able to notify you of approval or disapproval within 30 days after receipt of your written request. We have the right to charge you for our actual costs and time involved in such review and evaluation.

On behalf of Franchisees, we negotiate one or two-year supply contracts with most of the significant suppliers to the System, based on our projection of system-wide purchase volumes during the term of the supply contract. There are no purchasing or distribution co-operatives. We take no responsibility nor are we liable for any dealings you have with any supplier nor are we liable for any default or delay in a supplier's delivery of any products or services. We have the right to designate or appoint only one supplier (who may be us) for any particular item (including but not limited to distribution of vehicles, equipment, inventory, and supplies for Franchise, and other items).

We estimate that your product purchases from approved suppliers and according to our specifications will represent approximately 100% of your total product purchases in establishing the Franchised Business, and approximately 100% in the continuing operation of the Franchised Business.

We may receive commissions, rebates, discounts or similar benefits from suppliers as a result of their supplying goods and services to the BTDT Franchisees. The Franchise Agreement permits us to keep these, and we do so. We or our affiliates currently receive Allowances from suppliers in an amount up to 5% of franchisee purchases of bins. We retain these payments to partially compensate us for our ongoing efforts in establishing and maintaining quality sources of supply, in evaluating potential new suppliers, and in monitoring and evaluating approved suppliers and upstream manufacturers to ensure that those suppliers and manufacturers meet our quality and performance standards. None of our affiliates are approved suppliers of any of the items that you must purchase. We do not participate in any purchasing or distribution cooperatives.

Except as described in this Item 8, we do not provide any material benefits to you based on your use of designated or approved suppliers.

None of our officers owns an interest in any companies that are vendors or suppliers to the BTDT Franchises.

We are not currently selling any items to our franchisees except for certain replacement items (such as a replacement Manual). We may sell other items or products to our franchisees in the future. We will derive revenue from any purchases you make from us. During our fiscal year ended December 31, 2025, we did not receive any revenues from franchisee purchases of products or services.

Computer System

You must buy (or lease) and maintain a computer system. More detailed information concerning the computer system can be found in Item 11 of this disclosure document under the heading "Computer Systems and software." In general terms, you must obtain a computer system that will consist of certain hardware and software items and peripheral devices (such as printers).

Insurance

You must maintain in full force and effect at your expense and provide us with evidence of such insurance coverage as we may require from time to time, including the insurance coverage required by us as required in Section 13 of the Franchise Agreement.

In addition, before you open for business, you must purchase insurance coverage from a responsible carrier and you must keep an insurance policy in force during the term of your Franchise Agreement. If you fail to do so, we may (but without any obligation to do so) obtain the necessary insurance for you and keep the same in force and effect, and you must pay us, on demand, all premiums charged for the policies of insurance. Under the Franchise Agreement, you must obtain: (a) $2,000,000 comprehensive general liability insurance, combined single limit, (b) $2,000,000 motor vehicle liability coverage, single limit on each owned, non-owned or hired vehicle which you will use, (c) business interruption insurance in the amounts require; and (d) other insurance required by us or your state or location. (Section 13 of the Franchise Agreement).

All policies must contain such endorsements as we may periodically specify, must waive subrogation as between us and our carriers and you and your carriers (and its insurance carriers) and Franchisee (and Franchisee's insurance carriers), and must name us (and any entities affiliated with us) as additional insureds.

You must deliver to us certificates of insurance at least 30 days before the effective date of any required policies, and also 30 days before the expiration or alteration of any policy.

We may designate one or more insurers from whom you must purchase the above insurance. If we implement a group insurance plan for any insurance, you must participate in that plan.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

	Obligation	Section(s) in Franchise Agreement	Disclosure Document Item(s)
a.	Site selection and acquisition/lease	1.1	8 and 11
b.	Pre-opening purchases/leases	11	5, 7, and 8
c.	Site development and other pre-opening requirements	1.1 and 6	8 and 11
d.	Initial and ongoing training	3	11
e.	Opening	14.2	11
f.	Fees	11	5 and 6
g.	Compliance with standards and	9	8, 11, and 14

	Obligation	Section(s) in Franchise Agreement	Disclosure Document Item(s)
	policies/Operating Manual		
h.	Trademarks and proprietary information	12	13 and 14
I.	Restrictions on products/services offered	7	5, 8, and 16
j.	Warranty and customer service requirements	9	16
k.	Territorial development	10	12
l.	Ongoing product/service purchases	6 and 7	8
m.	Maintenance, appearance and remodeling requirements	9	8
n.	Insurance	13	7 and 8
o.	Marketing	5	6, 8, and 11
p.	Indemnification	17 and 18	Not Applicable
q.	Owner's participation/ management/staffing	10	15
r.	Records/reports	7.4 and 9	6
s.	Inspection/audits	9	6 and 11
t.	Transfer	16	17
u.	Renewal	1	17
v.	Post-termination obligations	15	17
w.	Non-competition covenants	8	17
x.	Dispute resolution	14	17
y.	Taxes/permits	9.4	1
z.	Other (Personal Guarantee)	Exhibit E	15
aa.	Other (Security Agreement)	Exhibit B	1 and 15

ITEM 10
FINANCING

Neither we nor any agent or affiliate offers direct or indirect financing to you, guarantees any note, lease or obligation of yours, or has any practice or intent to sell, assign or discount to a third party all or part of any financing arrangement of yours.

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

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

Pre-opening Obligations

We are required by the Franchise Agreement to provide certain assistance and service to you.

1. Territory and Premises: We will designate the area of your operating territory before you sign the Franchise Agreement (See Exhibit B of Schedule "C" to the Franchise Agreement). If you select a premises for your BIN THERE DUMP THAT office within your Territory, we will approve it if it meets the standards in our Manual.

2. Initial Supplies: We will also provide you with advice and guidance concerning selection and purchasing or leasing of the equipment, vehicles, tools, opening inventory, supplies and uniforms which you will need to open your Franchised Business (See Section 2 of the Franchise Agreement). In addition, we will provide you with a Start-up Kit before you open for business.

3. Initial Training: We will provide you with initial training as specified below in this Item 11 under the heading "Training."

4. Manual: When you successfully complete training and set up your system software account, we will provide you with access to our confidential Manual (Section 4 of the Franchise Agreement). We update the Manual periodically to reflect changes to our standards, our specifications, and our operating procedures, policies and rules. You may not copy the Manual, nor may you disclose any part of the Manual to anyone except authorized employees. You must return any physical copies of the Manual to us when your Franchise Agreement expires or terminates.

Except as listed above, we are not required by the Franchise Agreement to furnish any other service or assistance to you before the opening of your Franchised Business.

Continuing Obligations

We are required by the Franchise Agreement to provide certain assistance and service to you.

During the operation of your Franchised Business, we will provide you with the following assistance, without additional charge except where noted:

1. Advertising: The Franchise Agreement permits us to engage in national and regional advertising and promotion of the System (Section 5 of the Franchise Agreement). Details regarding our advertising program can be found below in this Item 11 under the heading "Advertising."

2. Additional Training: During the term of the Franchise we may provide additional or refresher training courses or programs. Attendance at additional or refresher training courses is mandatory only if the course or program deals with a significant change which we introduce to our system, such as a new product, technique or concept, or with some significant external change to the market or applicable law. In addition to such continuing training we may require you and your personnel to attend at least one convention or continuing education seminar in each calendar year (Section 3.2 of the Franchise Agreement).

3. Specifications and Suppliers: Through our operations Manual we may provide you with our standards and specifications for fixtures bins, furnishings, equipment, tools, inventory, supplies, signs and other items which you use to operate your Franchised Business, and other products, supplies, equipment and signs (Section 7 of the Franchise Agreement). We update this information periodically as needed to reflect changes to specifications, standards and suppliers.

4. Advice and Guidance: During the term of the Franchise, we will provide you with advice and guidance we reasonably believe you may require regarding: purchasing equipment, goods and services, implementing system promotions and approved local advertising and promotional programs, general operating procedures, and advice on new features, techniques, technology and operational matters which we may develop (Section 2 of the Franchise Agreement).

5. System Developments: During the term of the Franchise, we may develop and adopt new techniques, new procedures, new standards and specifications, new products and services and new trademarks, and may make other changes to the System (including our Manual), and if we do so we may require you to implement these changes in your business at your expense (See Section 4 of the Franchise Agreement).

* * *

Neither the Franchise Agreement nor any other agreement, requires us to provide any other assistance or services to you during the operation of your Franchise.

Site Selection

Under the Franchise Agreement, you are not required to establish an Office. You are responsible for obtaining at your own expense any zoning change, premises lease, license or permit needed to operate your Franchised Business and relevant to the location you select for your Office.

We estimate that the time period between the signing of the Franchise Agreement and the start of operations will be approximately 60 to 90 days. The following factors may affect the length of time between signing the Franchise Agreement and opening the Franchised Business: the training schedule, your ability to obtain necessary financing, any local requirements for permits or licenses and your ability to complete our recommended pre-training agenda. You must have the Franchised Business open and operating within 90 days after you sign the Franchise Agreement. Failure to do so is a default for which we will have the right to terminate the Franchise Agreement.

Prices

We do not provide you with assistance in establishing prices. However, where any advertising programs we institute are intended to include, and do include, the Territory and make reference to the rate or price at which any services or goods may be purchased or supplied, you must not sell or supply such services or goods at or for any rate or price higher than the advertised rate or price, as the case may be.

Training

We will provide you with a mandatory "Initial Training" program at our office at no additional charge under the Franchise Agreement for up to three individuals. You must send at least one individual to the Initial Training program, and may elect to send more than three individuals to attend the Initial Training program, but you must pay a fee to do so. See Item 5 of this disclosure document, under the heading "Initial Training Fee" for further details. In all cases, you are responsible for travel, room and board expenses of your personnel who attend training. (Franchise Agreement, Section 3.1)

Initial Training takes up to five business days and is given on the dates we specify, at our headquarters in Oakville, Ontario or at another location which we designate. Instead of conducting Initial Training for your personnel at our office, at your request, we may provide the Initial Training on-site at your premises, provided that you pay all of our costs associated with such training. You must successfully complete the Initial Training program to our satisfaction (which will be based upon your aptitude of the materials covered and our assessment of your ability to apply that aptitutde to the operation of a BTDT Business) before you may open for business. We will have the right to terminate the Franchise Agreement if you do not successfully complete the Initial Training program to our satisfaction. There may be certain topics of responsibility and obligations for Franchisees that are not covered during the Initial Training program. This additional training is provided after the Initial Training program, and instructional materials are provided in the Manual.

We will also provide a mandatory "Operational Training" program at a certified Bin There Dump That Training Center that we designate, at no additional charge. You must send at least one individual to this Operational Training, and can send up to two individuals, and may elect to send more than two individuals to attend the Operational Training program, but you must pay a fee to do so. You will be responsible for travel, room and board expenses of your personnel who attend Operational Training.

Operational Training will take up to five business days and is held on the dates we specify. You must successfully complete the Operational Training program to our satisfaction (which will be based upon your aptitude of the materials covered and our assessment of your ability to apply that aptitude to the operation of a BTDT Business) before you may begin operations. We will have the right to terminate the Franchise Agreement if you do not successfully complete the Operational Training program to our satisfaction.

INITIAL TRAINING PROGRAM

Subject	Hours Of Classroom Training	Hours Of On-The-Job Training	Location
BTDT Business Model	2	0	At TFI's head office in Oakville, Ontario or at another location that we designate
Franchise Administration	1	1	"
Marketing and Advertising	7	2	"

Subject	Hours Of Classroom Training	Hours Of On-The-Job Training	Location
Financial Management and Pricing	3	1	“
Equipment and Fleet Management	2	0	“
Operating System Introductions	2	0	“
Supply Chain: Products, Ordering and Shipping	2	0	“
Recruiting, Hiring and Training	1	0	“
Compiance and Safety	1	0	“
Total	21	4	

OPERATIONAL TRAINING PROGRAM

Subject	Hours Of Classroom Training	Hours Of On-The-Job Training	Location
Daily Operating System Software	2	2	At a certified training center that we designate
Equipment Training – Hands on in the Yard	0	5	“
On the job observations in the truck with a Delivery Expert trainer.	1	6	“
On the job observations in the office with the Dumpster Consultant / Dispatcher	1	5	“
Total	4	18	

Initial Training and Operational Training will be conducted under the supervision of Beverly Tassone. Ms. Tassone has more than seven years of experience with us, and over 20 years of experience with the subjects taught in the initial training program.

The following individuals will also provide instruction during the training programs.

Chris Kane - our Vice President of Training and Support. Mr. Kane has two years of experience with us, and more than 25 years of training experience with the subjects taught in the initial training program.

We run Initial Training and Operational Training on an on-going basis and we schedule the programs depending upon demand. Our instructional materials for our training programs include the Manual, videos and presentation slides.

After Initial Training and Operational Training, we will be available to assist you by phone or e-mail (reasonable business hours when possible). We may also require you and your personnel to attend and participate at your cost in management seminars and training and refresher courses from time to time. In addition, we may require you and your personnel to attend at least one convention in each calendar year, at your cost.

Advertising

The Franchise Agreement permits us to engage in national and regional advertising and promotion of the System. We do not have any advertising cooperatives. We have established a national advertising fund (the "**Advertising Fund**"), and throughout the term of your Franchise Agreement, the Advertising Fund will formulate, develop, produce and conduct advertising and promotional programs, which may include television and radio commercials, toll-free telephone numbers, online learning modules, and presentation slides, special promotions, merchandising materials, billboards, promotional items and similar advertising and promotional materials. We may also hire a national, regional or local advertising agency when we consider it appropriate. We will have the right to determine the media selection and its advertising content. (Section 5.1 of the Franchise Agreement) We also reserve the right to require you to participate in any toll free telephone service ("**Toll Free Service**") we may periodically implement, which Toll Free Service will be paid for by the Advertising Fund. If we implement a Toll Free Service on behalf of our Franchisees and the System, you must market the Toll Free Service in all of the marketing and promotional literature advertising your Franchise, and in each case according to the instructions set out in the Manual.

To help to defray our cost of producing these advertising and promotional programs, you must pay us advertising contributions equal to 20% of the royalties that you must pay to us in each year (See Part B, Item 2 of this Disclosure Document). We will administratively segregate your advertising contributions on our books, along with similar contributions from our other franchisees, to form the Advertising Fund, which we will use us to pay for the cost of these advertising and promotional programs. The Advertising Fund is intended to maximize general public recognition and patronage of the Marks in the manner we determine to be most effective, and we undertake no obligation to ensure that any franchisee benefits directly or pro rata from the placement of this advertising. None of the amounts collected or held by the Advertising Fund will be used for marketing that is principally a solicitation for the sale of franchises. We do not currently have any company-owned BTDT Businesses in the United States, but our currently policy is that any U.S.-based company or affiliate-owned BTDT Businesses will contribute to the Advertising Fund on the same basis as our Franchisees. We will reimburse ourselves from the Advertising Fund for our administrative and overhead expenses of conducting this advertising and promotion, and of administering the Advertising Fund. (See Sections 5 and 11 of the Franchise Agreement).

All contributions belong to the Advertising Fund; they are not our asset. We are not required to have an independent audit of the Advertising Fund completed. We will make available an unaudited statement of contributions and expenditures for the Advertising Fund 60 days after the close of our fiscal year to Franchisees that make a written request for a copy. With respect to the maintaining, operating, or administering the Advertising Fund, we are not a trustee or fiduciary and assume no other direct or indirect liability or obligation to you.

Upon request, we will make available to you an annual accounting of the receipts and disbursements of the Advertising Fund. We will be entitled to charge the Advertising Fund reasonable administration fees for our services in administering the Advertising Fund in an amount that we determine, so long as these fees are competitive with fees for comparable services then generally charged by advertising agencies or consultants in the market. All decisions regarding the scope and content of the programs of the Advertising Fund and the selection of the media and advertising content will be in our discretion.

During our fiscal year ended December 31, 2025, the expenditures of the Advertising Fund were as follows: 56% on website marketing and administration; 2% on sales support training; and 42% on production and placement of advertising. We do not have any advertising councils.

You must use your best efforts to promote and increase the demand for the products and services being distributed by the System, at your own cost and expense (which will be in addition to your required contribution to the Advertising Fund).

Before you may use any proposed advertising plans and promotional materials, you must first submit them to us for our review and our prior written approval. Once submitted, if we have not given you our written approval within 30 days, then the proposed plans or materials will be deemed disapproved. You may not engage in any unapproved advertising or promotion of the Franchised Business (including media interviews or using unapproved coupon or other promotional schemes), nor may you use any unapproved advertising or promotional materials. All of your advertising and promotion must be completely factual and must also conform to the highest standards of ethical advertising. You may not engage in any business or advertising practice that may be injurious to our business, the goodwill associated with the Marks, or the business of other System franchisees.

We have the right to designate any geographical area for purposes of establishing a regional cooperative advertising fund among the BTDT Businesses located within that geographical area (a "**Regional Fund**"). If a Regional Fund for the geographic area in which your Franchised Business is located has been established at the time you begin operations, then you must immediately become a member of that Regional Fund. If a Regional Fund for the geographic area in which your Franchised Business is located is established during the term of your Franchise Agreement, you must become a member of that Regional Fund within 30 days after the Regional Fund is esstablished. You will not be required to join more than one Regional Fund. The following provisions will apply to each Regional Fund:

(1) Each Regional Fund will be organized and governed in a form and manner, and will commence operations on a date, all of which we must approve in advance, in writing.

(2) Each Regional Fund will be organized for the exclusive purpose of administering regional marketing programs and developing, subject to our approval, standardized promotional materials for use by the members in regional marketing.

(3) No marketing, advertising or promotional plans or materials may be used by a Regional Fund or furnished to its members without our prior approval, as noted above.

(4) Once you become a member of a Regional Fund, you must contribute to a Regional Fund in the manner and in the amount voted upon by the Regional Fund, together with such statements or reports that we, or the Regional Fund (with our prior written approval) may require. We also have the right to require that you submit your Regional Fund contributions and reports directly to us for distribution to the Regional Fund.

(5) Voting will be on the basis of one vote per BTDT Business, and any BTDT Businesses that we (or our affiliates) operate in the region will participate in the Regional Fund and will have the same voting rights as those owned by franchisees. Each BTDT Business in the Regional Fund will also have one vote (no matter how many people own the franchisee).

(6) Although, if established, a Regional Fund is intended to be of perpetual duration, we maintain the right to terminate any Regional Fund. A Regional Fund will not be terminated, however, until all monies in that Regional Fund have been expended for marketing purposes.

Digital Sites

You may not use any Digital Site without our prior written approval. We will have the right, but not the obligation, to provide one or more references or webpage(s), as we may periodically designate, within our Digital Site. The term "**Digital Site**" means one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including the Internet, World Wide Web, webpages, microsites, social media and networking sites (including Facebook, Twitter, LinkedIn, You Tube, Snapchat, Pinterest, Instagram, etc.), blogs, vlogs, podcasts, applications to be used on mobile devices (e.g., iOS or Android apps), and other applications, etc. (whether they are now in existence or developed in the future). However, if we give you our consent to have some form of separate Digital Site (which we are not obligated to approve), then as a condition to granting consent, we will have the right to establish any requirement that we deem appropriate.

Computer Systems and Software

You must purchase certain hardware computer equipment (such as a personal computer or small business workstation, with a monitor and printer) and use the software (such as word processing, accounting and connectivity software) we specify. We currently estimate the cost of purchasing the required computer hardware and software to range from $3,000 to $4,000. We may also require you to have internet access available during all hours of operation, and, when possible, to use a high-speed broadband internet connection. You must afford us unimpeded access to your computer system and required software, in the manner, form, and at the times we request, and must install such software and do such things to effect this requirement as we may require. There is no contractual limitation on our right to receive this information.

We will have the right to require you to maintain, upgrade, or replace your computer system hardware, or software at your expense or to participate in any Toll Free Service we implement, which service will be paid for by the Advertising Fund. We have no obligation to assist you in obtaining hardware, software or related services, and there are no contractual limits on the frequency or cost of your obligations to obtain these upgrades. We currently estimate the annual cost of maintaining, updating, upgrading your computer system, and obtaining support, to range from $400 to $600 per year.

You are required to use our management system software developed by a third party for the operation of a BTDT Business. You are required to pay all applicable ongoing annual fees for support services to the applicable third party vendor of that software. These fees are not typically refundable under any circumstances.

Manual

The table of contents of the Manual is attached as Exhibit G. There are 273 pages in our Manual.

ITEM 12

TERRITORY

Franchise Agreement

Under the Franchise Agreement, we grant you a specific geographical service territory ("**Territory**") in which you will receive protected rights. You are not required to operate the Franchised Business from a specific location or a location that we approve. You will not receive an "exclusive" territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. While continuation of your rights as a franchisee depends on your not being in default under the Franchise Agreement, it does not depend on your attaining or maintaining any specific level of sales, market penetration, other performance criteria or other condition. In addition, the following is a description of our policy under what circumstances your rights may be altered.

Our policy is to ask a prospective franchisee for suggestions for a Territory before the franchisee signs the Franchise Agreement. However if we cannot agree with you on the boundaries of your Territory, then we will unilaterally set your Territory boundaries. Territory boundaries are based upon factors such as the proximity of other Bin There Dump That franchisees, population density and demographics, projected growth, market statistics and the competition. The precise boundaries of your Territory will be described in Exhibit B to the Franchise Agreement. The minimum-sized Territory you will receive under the Franchise Agreement will be an area with a population of 100,000 people, as that population is determined by the most recent U.S. census (available at www.census.gov). You may conduct your Franchised Business only within your Territory.

If you are in full compliance with your Franchise Agreement, we will not operate or grant to anyone else the right to operate a Bin There Dump That Franchise to service residential or commercial property within the Territory.

You will maintain rights to your Territory even if the population in your Territory increases. You may operate from your home if local zoning permits or from any existing business premises.

We and our affiliates retain the right, among others:

- to use, and to license others to use, the Marks and System for the operation of Franchises at any location other than in the Territory. Except as otherwise specifically provided in the Franchise Agreement, the Franchise Agreement will not restrict us or our

affiliates, or grant any rights to you, with respect to the pursuit of any business concept other than the System or distribution outlets (other than through BTDT Franchisees), or by Internet commerce (e-commerce) or otherwise, whether inside or outside the Territory;

- to use the Marks and the System in connection with the provision of other services and products or in alternative channels of distribution, without regard to location;

- to use and license the use of other proprietary marks or methods of doing business which are not the same as, or confusingly similar to, the Marks, whether in alternative channels of distribution or in the operation of waste removal and disposal services, at any location (including within the Territory), which may be the same as, similar to or different from our Franchises;

- to acquire and operate any business of any kind (or to be acquired, and have the buyer operate any business of any kind), whether located within or outside the Territory regardless of such business' proximity to your Franchised Business or its actual or threatened impact on sales at your Franchised Business.

You may not advertise for (or attempt to solicit) customers outside your Territory without our prior written consent. You cannot provide services outside your Territory unless there is no other BTDT Franchisee in that territory. If you receive a request for services or products from outside your Territory, you must refer that request to the BTDT Franchisee in that territory. If there is no BTDT Franchisee in that territory, you may perform the requested work, provided that you agree to assign or transfer the customer to any new BTDT Franchisee who may be established in that other territory where the customer is located.

There are no circumstances under the Franchise Agreement that permit us to modify your territorial rights during the initial term of your Franchised Business so long as you stay in compliance with the terms of your Franchise Agreement.

ARTICLE 1.The Franchise Agreement does not grant you any options, rights of first refusal or similar rights to acquire additional territorial rights.

Neither we nor any affiliate has established or has any present plan to establish other franchises or company-owned outlets or other channels of distribution selling or leasing similar products or services under a different trademark.

ITEM 13
TRADEMARKS

We grant you the right to use the Marks under the Franchise Agreement. Our parent, TFI, owns the following trademark that has been registered on the Principal Register of the United States Patent and Trademark Office ("**USPTO**"):

Mark	**Registration No.**	**Registration Date**
BIN THERE DUMP THAT	3,097,307	May 30, 2006

BIN THERE DUMP THAT RESIDENTIAL FRIENDLY DUMPSTERS and Design	5,294,746	September 26, 2017

All trademark registrations and applications are owned by our parent, TFI, which has granted us the right to use and franchise the Marks. TFI has filed, and intends to file when due, an affidavit of use and an affidavit of incontestability, as well as a renewal application, for the registrations listed above. On February 1, 2011, TFI licensed to us the use of the Marks (the "**License Agreement**"). Under the License Agreement, TFI granted us a non-exclusive perpetual right to use, and to license others to use, the Marks for the purpose of operating and franchising BTDT Businesses. If the License Agreement is terminated, you may be required to discontinue use of the Marks and we will specify other marks for you to use in the operation of your Franchised Business.

There are no currently effective material determinations of the USPTO, the trademark trial and appeal board, the trademark administrator of any state, or any court, and no pending infringement, opposition, or cancellation proceeding, or any pending material litigation, involving the Marks. Other than our License Agreement with TFI (described above), no agreement significantly limits our rights to use or license the Marks in any state in a manner material to the franchise, and we know of no superior prior rights or infringing uses that could materially affect your use of the Marks in any state.

You must promptly notify us of any unauthorized use of the Marks, any challenge to the validity of the Marks, or any challenge to our ownership of, right to use and to license others to use, or your right to use, the Marks. We have the right to direct and control any administrative proceeding or litigation involving the Marks, including any settlement. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks. We will defend you against any third party claim, suit, or demand arising out of your use of the Marks. If we determine that you have used the Marks in compliance with your agreement, we will bear the cost of defense, including the cost of any judgment or settlement, as well as your out of pocket costs (except that you will bear the salary costs of your employees). If we determine that you have not used the Marks in compliance with your agreement, you must bear the cost of defense, including the cost of any judgment or settlement, and you must promptly reimburse us for those amounts. If there is any litigation due to your use of the Marks, you must execute all documents and do all things as may be necessary to carry out a defense or prosecution, including becoming a nominal party to any legal action.

Under the Franchise Agreement, we have the right to require you to modify or discontinue your use of any Marks we may specify, and to use the additional or substitute trademarks we may specify. If this happens, we will reimburse you for your reasonable out-of-pocket costs, if any, of complying with our request, but we will not be liable for any other costs, expenses or damages you incur as a result of our decision to modify or discontinue use of the Marks. To receive reimbursement you must have notified us immediately when you learned about the infringement or challenge and have used the Marks only according to the Franchise Agreement.

We are not aware of businesses similar to the franchised business that use a similar name or marks.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents

No patents are material to the operation of your Franchised Business.

Copyrights

We (or our affiliates, in some cases) claim copyright protection covering various materials used in our business and the development and operation of BTDT Businesses, including the Manual, marketing and promotional materials, and similar materials. We have not registered these materials with the United States Registrar of Copyrights but we are not required to do so.

There are no currently effective determinations of the United States Copyright Office or any court, nor any pending litigation or other proceedings, regarding any copyrighted materials. No agreement limits our rights to use or allow franchisees to use the copyrighted materials. We do not know of any superior prior rights or infringing uses that could materially affect your use of the copyrighted materials. No agreement requires us to protect or defend our copyrights or to indemnify you for any expenses or damages you incur in any judicial or administrative proceedings involving the copyrighted materials. No provision in the Franchise Agreement requires you to notify us of claims by others of rights to, or infringements of, the copyrighted materials. If we require, you must immediately modify or discontinue using the copyrighted materials. Neither we nor our affiliates will have any obligation to reimburse you for any expenditures you make because of any discontinuance or modification.

Confidential Information

Confidential information includes all information, data, knowledge, techniques and know-how we designate or treat as confidential and includes any and all Manuals, computer software or programs, training materials, operational videos, marketing programs, franchise rosters, franchisee lists, and any other materials designated or treated by us as confidential. You may not, at any time during or after the term of the Franchise Agreement, disclose, copy or use any confidential information except as we specifically authorize.

If we ask, you must have your personnel who receive or will have access to confidential information sign covenants not to divulge the confidential information or use it for their own benefit. If you are a corporation or other business entity, your shareholders, members and/or owners must also abide by these covenants by signing the Franchise Agreement. If we ask, your employees who have access to your password and log-in name for our Intranet must sign a confidentiality agreement agreeing to not disclose this information.

Under the Franchise Agreement, if you develop any new product, concept, technique, process or improvement in the operation or promotion of your business, you must promptly notify us and provide us with all necessary information free of charge. You must acknowledge that we may provide the information to other BTDT Franchisees for use in their Franchises (Section 8.3 of the Franchise Agreement).

Confidential Manual

In order to protect our reputation and goodwill and to maintain high standards of operation under our Marks, you must conduct your Franchised Business according to the Manual. You will have access to our Manual for the term of the Franchise Agreement.

You may not, without our prior written consent, disclose the contents of the Manual to any person, except to your authorized employees (and then only in circumstances which ensure confidentiality) for purposes related solely to the operation of the Franchised Business. You also must not reprint or reproduce the Manual in whole or in part for any purposes except in connection with instruction of your employees in the operation of the Franchised Business.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE

ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Each of you and your principals (if you are a corporation, LLC, or other entity) must diligently and fully fulfill your respective obligations under the Franchise Agreement in every manner and must not engage in any other business or activity apart from the Franchised Business without first obtaining our prior written consent. You must devote the majority of your time and attention to operating your Franchised Business, and you must ensure that the Franchised Business is always under your direct, on-premises supervision or under a trained and competent manager who has completed our training program and who is otherwise acceptable to us. You must keep us informed at all times of the identity of the manager. A manager need not have an equity interest in the Franchise, but will have to agree to be bound by the same confidentiality and restrictive competition covenants as the Franchise owners.

If two or more persons are the Franchisee or the Principals, their obligation and liability to us will be joint and several (See Section 10 of the Franchise Agreement).

If you are a corporation, limited liability company, partnership, limited liability partnership, or other form of entity, then each of your principals ("**Principal**"), and the interest of each Principal in the Franchisee, must be identified in Exhibit D of the Franchise Agreement. Each present and future Principal (including the shareholders of a corporate Franchisee, members of a limited liability company Franchisee, and partners in a partnership or a limited liability partnership Franchisee), but not their spouses, must jointly and severally guarantee your performance under the Franchise Agreement by executing the Guarantee in the form attached to the Franchise Agreement as Exhibit E.

You and your Principals must enter into a general security agreement in the form attached to the Franchise Agreement as Exhibit B (the "**Security Agreement**") at the same time you sign the Franchise Agreement. The Security Agreement grants us a security interest in the property and proceeds of the Franchised Business, including the equipment, motor vehicles, inventory and accounts receivables ("**Collateral**") of the Franchised Business. The security in the Collateral created under the Security Agreement may be subordinate to any security granted by you and/or the Principals in connection with bank financing for the opening of the Franchised Business or the operating line of credit for the Franchised Business but shall not be subordinate to any security interest granted by you to any landlord or any other person, firm, corporation or entity.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell only the goods and services which conform to our standards and specifications. You must offer the goods and/or services that we designate as required for all BTDT Franchisees. The Franchise Agreement prohibits you from using, offering or selling any goods or services which we have not authorized or approved for use or sale by a Franchise. The Franchise Agreement places no other restrictions or conditions on the types of goods and services which you may sell or that limit your access to customers. We may change the authorized services and/or products that we require you (and all or some franchisees) to offer by either adding additional services and/or products or deleting products and/or services, or both. Our right to make changes is limited only by our obligation to exercise reasonable business judgment in making modifications. If we make any changes we will notify you. We have no plans to make significant changes in the future.

You must maintain the highest standards of quality and workmanship in order to provide the highest quality service to your customers. We may specify particular performance standards in our Manual, by bulletin, or otherwise in writing. We can, and expect to, modify our standards as we deem necessary. We will notify you, in writing, of any changes to the standards or the Manual.

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	Franchise Agreement Section	Summary
a.	Length of the franchise term	1.1	10 years from date Franchise Agreement signed.
b.	Renewal or extension of the term	1.6	One additional renewal term of 10 years if you meet certain conditions.

	Provision	Franchise Agreement Section	Summary
c.	Requirements for you to renew or extend	1.6	9 months' prior written notice (but not more than 12 months' notice); purchase or lease new equipment; full compliance with Franchise Agreement (including current use of system software, compliance with insurance requirements, and attendance at annual conferences); upgrade to current standards; pay all accounts; re-training if we require; sign new Franchise Agreement; pay renewal fee; release your claims against us and our affiliates. If you seek to renew your franchise at the expiration of the initial term, you may be asked to sign a new form of franchise agreement that contains terms and conditions materially different from those in your original franchise agreement, such as different fee requirements and territorial rights.
d.	Termination by you	1.2	If you, after exerting your best efforts, cannot obtain the requisite governmental approvals, permits and certificates (subject to state law).
e.	Termination by us without cause	Not Applicable	
f.	Termination by us with cause	14	See g. and h. of this Table for meaning of "cause".
g.	"Cause" defined – curable defaults	14	See Sections 14.2(f) and all other defaults not specified in Sections 14.1 and 14.2 of the Franchise Agreement.
h.	"Cause" defined - non-curable defaults	14	Insolvency, abandonment, conviction of felony, and others; see Sections 14.1 and 14.2 of the Franchise Agreement.

	Provision	Franchise Agreement Section	Summary
l.	Your obligations on termination/ nonrenewal	15.1, 15.2	Obligations include: stop using Marks and System; stop operating the Franchised Business; pay amounts due us; pay all trade creditors; return manual, confidential materials, training aids, customer lists, other loaned material, and business records, software, brochures, etc.; cancel all assumed names and assign telephone numbers, de-identify, pay accelerated royalty. If you elect to terminate because you cannot obtain the requisite governmental approvals, permits and certificates, you must enter into a mutual release with us.
j.	Assignment of contract by us	16.1	No restrictions on our right to assign.
k.	"Transfer" by you - defined	16.2	Includes: transfer of any interest in Franchise Agreement; transfer of any interest in franchisee by anyone owning any part of franchisee; change of effective control of franchisee. If we consent to a transfer you are not released from your obligations.
l.	Our approval of transfer by you	16	We have the right to approve all transfers and will not unreasonably withhold our approval.
m.	Conditions for our approval of transfer	16.3, 16.4	Includes: transferee qualified, trained and not in competing business; new Franchise Agreement; pay transfer fee; owners of corporate or partnership transferee must guarantee obligations; release your claims against us.
n.	Our right of first refusal to acquire your business	16.6	We have right for 30 days to match any offer to purchase your franchise or any ownership interest in franchisee.
o.	Our option to purchase your business	15.2	We have 30 days after termination or expiry to buy any of your equipment, supplies, signs, etc. for fair market value (but no payment for goodwill) as agreed or appraised; you pay for the appraisal.
p.	Your death or disability	16.7	Deceased or disabled owner must transfer interest to heirs or approved third party within 90 days. Conditions listed in m. of this Table apply. If heirs of deceased owner not qualified to operate business then executor has a reasonable time to dispose of deceased's interest in franchise. Pending disposition we can operate business for your account.

	Provision	Franchise Agreement Section	Summary
q.	Non-competition covenants during the term of the franchise	8.1, 8.2	No involvement in competing business, no diverting business to competitor, no disclosing of confidential information (subject to state law).
r.	Non-competition covenants after the franchise is terminated or expires	8.2	For two years: (a) no interest or involvement in any business that is engaged in, concerned with, or otherwise involved in the business of waste and/or trash disposal, whether in a residential or commercial setting (or both), within the Territory, or within the territory and/or 2 miles outside the territory licensed to any other BTDT Franchisee in the United States and Canada, and (b) no contact with any party that is or was a customer of your Franchised Business during the preceding two years (subject to state law).
s.	Modification of the agreement	18.5	No modifications generally unless both parties agree in writing. We can modify System and Manual.
t.	Integration / merger clause	18.5	Only the terms of the agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u.	Dispute resolution by arbitration or mediation	18.10	Before bringing an action in court, the parties must first submit the dispute to non-binding mediation (except for injunctive relief). The Franchise Agreement contains a number of provisions that may affect your legal rights, including a waiver of a jury trial, waiver of punitive or exemplary damages, and limitations on when claims may be raised. See Sections 18.13, 18.14, and 18.15 in the Franchise Agreement.
v.	Choice of forum	18.9	If we ever litigate, you must do so in the federal or state court with jurisdiction over New York County, New York or the place where our principal US office is located at the time the suit is filed (subject to state law).
w.	Choice of law	18.8	New York (subject to state law).

ITEM 18
PUBLIC FIGURES

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

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to disclose 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 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 performance at a particular location or under particular circumstances.

Presented below are historical operating results for certain franchised BTDT Businesses.

2025 Total Sales and Jobs				
	2025 Revenue	**2025 Jobs**	**2025 Rev per Job**	**2025 Rev per Truck**
2025 Total all Locations	**$104,410,708**	**225,927**	**$462**	**$300,895**

2025 Revenue Per Truck By Location Age		
Aged 0-2	Average	$263,574
	# that Met or Exceeded Average	12 out of 25 (or 48%)
	Low	$176,003
	Median	$246,591
	High	$423,010
Aged 2-5	Average	$311,090
	# that Met or Exceeded Average	22 out of 39 (or 56%)
	Low	$214,647

	Median	$306,160
	High	$422,266
Aged 5+	Average	$289,557
	# that Met or Exceeded Average	150 out of 299 (or 50%)
	Low	$151,050
	Median	$281,130
	High	$470,848
Total All Locations	Average	$288,674
	# that Met or Exceeded Average	185 out of 363 (or 51%)
	Low	$151,050
	Median	$281,624
	High	$470,848

2025 Total Jobs, Jobs Per Truck and Total Trucks by Location Age			
Location by Age	**2025 Total Jobs Completed**	**Total Trucks**	**Yearly Jobs per Truck**
Aged 0-2	7,645	25	546
Aged 2-5	24,201	39	663
Aged 5+	194,081	299	655
Total	**225,927**	**363**	**651**

Notes:

Please note the following:

1. The results in the Table noted above are for the 2025 fiscal year (January 1, 2025 to December 31, 2025) and were prepared from our internal operating records, which, in turn, were prepared from information obtained from our U.S. franchisees. The results are from all franchisees who operated for any part of 2025. No franchisees were excluded from the results. The information presented in this Item 19 has not been audited.

2. Terms.

    a. *Jobs* means total number of work orders for a truck during the year. A work order consists of the delivery and recovery of a bin.

    b. *Revenue* includes all income earned for the services of a truck, and is determined by multiplying the number of jobs by the average revenue per job.

    c. *Location Age* means the number of years the franchised location has been in business.

    d. *Jobs per Truck* is the total completed jobs divided by the number of trucks utilized during the year. All trucks operated by our franchisees during any part of 2025 were included in the results. The median jobs per truck in 2025 was 623, the high number was 1,018 and low number was 320.

    e. *Revenue Per Truck* is determined by taking the average cost per job ($462) and multiplying that by the number of jobs the truck did during the year.

3. Jobs, Jobs Per Truck, Revenue and Revenue Per Truck figures provide only a part of the information that you will need to evaluate the franchise opportunity. All of the trucks included in the results are operated by franchised units.

4. Among other things, we recommend that you contact the current and former franchisees listed in this Disclosure Document and that you also consult with a qualified attorney, accountant, and other professional advisors before entering into a Franchise Agreement.

5. Written substantiation of the data used in preparing the information in this Item 19 will be made available to you upon reasonable request.

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

Other than the preceding financial performance representation, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Mike Pocrnic at 2010 Winston Park Drive, Suite 300, Oakville, Ontario, L6H 5R7, Canada, tel (905.582.1234), the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION
Table 1:
System-wide Outlet Summary for years 2023-2025 (Note 1)

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	198	206	+8
	2024	206	226	+20
	2025	226	244	+18
Company-Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Outlets	2023	198	206	+8
	2024	206	226	+20
	2025	226	244	+18

Notes to Table 1:

(1) All numbers are as of the fiscal year end. Each fiscal year ends on December 31.

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

State (Note 2)	Year	Number of Transfers
Arkansas	2023	0
	2024	1
	2025	0
Florida	2023	0
	2024	2
	2025	0
Illinois	2023	3
	2024	0
	2025	0
Louisiana	2023	1
	2024	0
	2025	0
Massachusetts	2023	0
	2024	1
	2025	0
Michigan	2023	1
	2024	0
	2025	5
Missouri	2023	0
	2024	0
	2025	4
New Mexico	2023	0
	2024	0
	2025	1
Pennsylvania	2023	0
	2024	1
	2025	0
Tennessee	2023	0
	2024	0
	2025	4
Texas	2023	1
	2024	1
	2025	3

State (Note 2)	Year	Number of Transfers
Virginia	2023	0
	2024	3
	2025	0
Total	2023	6
	2024	9
	2025	17

Notes to Table 2:

(1) All numbers are as of the fiscal year end (each fiscal year ends on Dec. 31st).

(2) States not listed had no activity during the relevant time frame.

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Table 3:
Status of Franchised Outlets for years 2023 to 2025 (Note 1)

State (Note 2)	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Re-acquired by Fran-chisor	Ceased Opera-tions Other Rea-sons	Outlets at End of the Year
Alabama	2023	5	1	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	0	0	0	0	0	5
Alaska	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Arizona	2023	4	0	0	0	0	0	4
	2024	4	1	0	0	0	0	5
	2025	5	0	0	0	0	0	5
Arkansas	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Colorado	2023	8	0	0	0	0	0	8
	2024	8	0	0	0	0	0	8
	2025	8	0	0	0	0	0	8
Conn.	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
D.C.	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Florida	2023	24	4	0	0	0	0	28
	2024	28	0	0	0	0	0	28
	2025	28	3	0	0	0	0	31
Georgia	2023	13	0	0	0	0	0	13
	2024	13	0	0	0	0	0	13
	2025	13	1	0	0	0	0	14
Illinois	2023	8	0	0	0	0	1	7
	2024	7	1	0	0	0	0	8

State (Note 2)	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Re-acquired by Fran-chisor	Ceased Opera-tions Other Rea-sons	Outlets at End of the Year
	2025	8	1	0	0	0	0	9
Indiana	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	0	0	0	0	0	5
Iowa	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Kansas	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Kentucky	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	0	3
	2025	3	1	0	0	0	0	4
Louisiana	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	1	2
Maine	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Maryland	2023	6	1	0	0	0	0	7
	2024	7	1	0	0	0	0	8
	2025	8	0	0	0	0	0	8
Massachus etts	2023	3	0	0	0	0	0	3
	2024	3	2	0	0	0	0	5
	2025	5	2	0	0	0	0	7
Michigan	2023	10	0	0	0	0	0	10
	2024	10	0	0	0	0	0	10
	2025	10	0	0	0	0	0	10
Missouri	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	0	0	0	0	0	6

State (Note 2)	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Re-acquired by Fran-chisor	Ceased Opera-tions Other Rea-sons	Outlets at End of the Year
Nebraska	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	1	0	0	0	0	3
Nevada	2023	1	0	0	0	0	0	1
	2024	0	0	0	0	0	0	0
	2025	0	3	0	0	0	0	3
New Hampshire	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	0	0	0	0	0	2
New Jersey	2023	11	0	0	0	0	0	11
	2024	11	0	0	0	0	0	11
	2025	11	0	0	0	0	0	11
New Mexico	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
New York	2023	2	1	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	1	0	0	0	2	2
North Carolina (Note 3)	2023	13	1	0	0	0	0	14
	2024	14	0	0	0	0	0	14
	2025	14	0	0	0	0	0	14
North Dakota	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Ohio	2023	15	0	0	0	0	0	15
	2024	15	1	0	0	0	0	16
	2025	16	0	0	0	0	0	16
Oklahoma	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4

State (Note 2)	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Re-acquired by Fran-chisor	Ceased Opera-tions Other Rea-sons	Outlets at End of the Year
Penn.	2023	8	0	0	0	0	0	8
	2024	8	4	0	1	0	0	11
	2025	11	0	0	0	0	0	11
Rhode Island	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
South Carolina	2023	4	1	0	0	0	0	5
	2024	5	1	0	0	0	0	6
	2025	6	0	0	0	0	1	5
Tenn.	2023	7	1	0	0	0	0	8
	2024	8	0	0	0	0	0	8
	2025	8	0	0	0	0	0	8
Texas	2023	16	2	0	0	0	1	17
	2024	17	0	0	0	0	0	17
	2025	17	4	0	0	0	0	21
Utah	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Vermont	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Virginia (Note 3)	2023	7	0	0	0	0	0	7
	2024	7	1	0	0	0	0	8
	2025	8	1	0	0	0	0	9
Wisconsin	2023	0	0	0	0	0	0	0
	2024	0	4	0	0	0	0	4
	2025	4	2	0	0	0	0	6
Totals	2023	198	11	0	0	0	3	206
	2024	206	22	0	1	0	1	226
	2025	226	22	0	0	0	4	244

Notes to Table 3:

(1) All numbers are as of the fiscal year end. Each fiscal year ends on December 31.

(2) States not listed had no activity during the relevant time frame.

(3) Two franchised businesses operated in Virginia are operated by a franchisee with its headquarters located in Maryland. In addition, one location in North Carolina is operated by a franchisee with its headquarters in Virginia.

Table 4:
Status of Company-Owned (Note 1) Outlets for years 2023 to 2025 (Note 2)

State (Note 3)	Year	Outlets at Start of the Year	Outlets Opened	Outlets Re-acquired From Fran-chisee	Outlets Closed	Outlets Sold to Fran-chisee	Outlets at End of the Year
All States	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Total	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0

Notes to Table 4:

(1) Neither we nor any of our affiliates currently operate any BTDT Businesses.

(2) All numbers are as of the fiscal year end. Each fiscal year ends on December 31.

(3) States not listed had no activity during the relevant time frame.

Table 5:
Projected Openings as of December 31, 2025 for 2026

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In The Next Year
Arizona	0	2	0
Connecticut	0	2	0
Florida	0	2	0
Illinois	0	1	0
Massachusetts	0	1	0
New York	0	3	0
Pennsylvania	0	3	0
South Carolina	0	2	0
Virginia	0	1	0
Total	0	17	0

Notes to Table 5:

(1) For the fiscal year beginning January 1, 2026.

(2) States not listed are not expected to have any franchises in the next year.

*****

The names, addresses, and telephone numbers of our current franchisees are listed in Exhibit D.

We have also identified in Exhibit D the names, current addresses and telephone numbers of our parent, TFI's franchisees in Canada.

Exhibit D also provides the name and last known address and telephone number of every one of our franchisees who has had an agreement terminated, canceled, not renewed, or who otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the one–year period ending December 31, 2025 or who has not communicated with us within ten weeks of the date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

No franchisee has signed a confidentiality clause in a franchise agreement, settlement or other contract within the last three years that would restrict their ability to speak openly about their experience with us. As of the date of this franchise disclosure document, there are no Bin There Dump That franchisee associations in existence regardless of whether they use our trademark or not.

ITEM 21

FINANCIAL STATEMENTS

The financial statements listed below are attached to this disclosure document as Exhibit F:

1. Our audited financial statements for the years ended December 31, 2025, December 31, 2024 and December 31, 2023.

Our fiscal year end is December 31.

ITEM 22

CONTRACTS

Exhibit A to this disclosure document contains a copy of the following agreements:

A-1 Franchise Agreement and Exhibits; Security Agreement, Electronic Debit Agreement, Guaranty, and Confidentiality Agreement.

A-2 Deposit Agreement.

Our current General Release is included in this disclosure document as Exhibit J.

ITEM 23
RECEIPT

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

EXHIBIT A

A-1 .....Franchise Agreement; Electronic Debit Agreement; Non-Disclosure and Non-Competition Agreement

A-2 .....Deposit Agreement

A-1

FRANCHISE AGREEMENT

Bin There Dump That

Franchise Agreement

Bin There Dump That
Franchise Agreement

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Exhibits:

A Territory

B General Security Agreement

C Authorization Agreement for Pre-Arranged Payments (Direct Debits)

D List of Principals

E Guarantee, Indemnification and Acknowledgement

THIS AGREEMENT ("**Agreement**") is made on _____, 202____ (the "**Effective Date**") by and between

Bin There USA, LLC, a limited liability company formed under the laws of Delaware,

(the "**Franchisor**")

- and -

_____[Franchisee name] a _____ [type of entity] [incorporated] [formed] under the laws of _____,

(the "**Franchisee**").

Background:

A. Franchisor has developed a comprehensive business system (the "**System**") for the disposal of waste and trash, utilizing distinctive equipment, which system stresses efficiency, courteous and professional service (the "**Business**");

B. The System is operated with a uniform business format, signs, equipment and advertising using the trademark "Bin There...Dump That" and logo, and such other trade names, service marks, and trademarks as are now designated (and may hereinafter be designated by Franchisor in writing) for use in connection with the System (the "**Marks**");

C. Franchisor owns the Marks, and has the right to use and respectively to license and to franchise others to use the Marks and the System to establish and promote the Business;

D. Franchisee wishes to establish and operate a Business under the System, using the Marks, and to obtain a franchise from Franchisor for that purpose (the "**Franchise**"), as well as to receive the training and other assistance provided by Franchisor in connection therewith;

E. Franchisee acknowledges that the essence of Franchise is the adherence by Franchisee to Franchisor's standards and policies providing for the uniform operation under the System including, but not limited to, using only products authorized and approved by Franchisor, the use of only prescribed equipment and designs, and strict adherence to prescribed standards of product quality, operating procedures and service, and that compliance by Franchisee with the foregoing standards and policies in conjunction with the Marks provides the basis for the valuable goodwill and public acceptance of the System;

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, hereby agree as follows:

ARTICLE 1 - GRANT, TERM AND RENEWAL

1.1 Franchisor hereby grants to Franchisee the right and franchise, and Franchisee accepts and undertakes the obligation, subject to the terms and conditions of this Agreement:

(a) to establish and operate Franchise in and for the territory described in **Exhibit A** (the "**Territory**"), at a site selected by Franchisee and approved by Franchisor for the term of this Agreement; and

(b) to use the Marks and the System in connection with the Franchise in the Territory. Franchisee expressly agrees that all right, title and interest in and to the Marks, the System and Franchisor's goodwill and confidential trade secrets are owned by Franchisor and shall remain solely in Franchisor and are being revealed to Franchisee solely to enable Franchisee to establish and operate the Franchise.

1.2 Either Franchisor or Franchisee may, by providing written notice to the other in writing, terminate this Agreement within thirty (30) days of the date of this Agreement if Franchisee, or its designated officer or employee, cannot after exerting best efforts, obtain all requisite governmental approvals, permits and certificates (by whatever name they may be known) necessary to establish the Business in the Territory, including without limitation, such approvals, as may be required pursuant to the provisions of applicable laws and regulations (including, without limitation, environmental laws and regulations) for the Territory and the jurisdiction(s) in which the Franchise is to operate.

1.3 In the event of termination of this Agreement under Section 1.2 above, Franchisor shall refund to Franchisee all amounts paid to Franchisor hereunder, less the sum of Five Thousand Dollars ($5,000) in reimbursement of expenses incurred by Franchisor pursuant to this Agreement, including legal fees, within ten (10) days after the parties (including Franchisee's owners) sign a termination agreement and mutual release in a form that Franchisor will reasonably prepare. However, if the requisite approval, permit or certificate was not obtained due to Franchisee's failure to diligently attempt to secure such approval, permit or certificate, then Franchisor may retain all amounts paid to Franchisor by Franchisee as liquidated damages and not as a penalty.

1.4 Franchisor agrees that during the term of this Agreement, it will not operate a Business or grant a license to a third party to operate a Business using the Marks within the Territory (subject to Section 1.5 below, and for so long as Franchisee is in compliance with the terms and conditions of this Agreement).

1.5 Notwithstanding Section 1.4 above, Franchisee acknowledges that Franchisor and its affiliates retain the exclusive right, among others:

(a) to use, and to license others to use, the Marks and System for the operation of Franchises anywhere outside the Territory (it being understood and agreed that nothing in this Agreement shall restrict Franchisor or its affiliates from operating or licensing others to operate any business concept, utilize any distribution outlet (including but not limited to the Internet, electronic media, and other means of e-commerce), or otherwise inside or outside of the Territory (excluding only Businesses that operate under the System and Marks inside the Territory);

(b) to use the Marks and the System in connection with the provision of other services and products or in alternative channels of distribution (including, but not limited, to sales made at retail locations, shops, by mail order, and on the Internet), without regard to location;

(c) to use and license the use of other proprietary marks or methods of doing business which are not the same as, or confusingly similar to, the Marks, whether in alternative channels of distribution or in the operation of waste removal and disposal services, at any location (including within the Territory), which may be the same as, similar to or different from those services offered by Franchisee; and

(d) to acquire and operate any business of any kind (or to be acquired, and have the buyer operate any business of any kind), whether located within or outside the

Territory notwithstanding such business' proximity to Franchise or its actual or threatened impact on sales at Franchisee's Business.

1.6 The term of this Agreement starts on the Effective Date and, unless this Agreement is earlier terminated in accordance with its provisions, will expire ten (10) years following the Effective Date. Franchisee shall have the option to renew this Agreement for one (1) additional period of ten (10) years, so long as Franchisee meets all of the following conditions before the renewal takes effect:

(a) Franchisee must have given Franchisor notice of its election to renew Franchise not less than nine (9) months nor more than twelve (12) months prior to the end of the term of this Agreement.

(b) Franchisee must have purchased or leased and installed, no later than thirty (30) days prior to the expiration of the term of this Agreement, and to Franchisor's satisfaction, all such new equipment (including vehicles) as Franchisor shall reasonably require so that Franchisee may continue its operation of the Business.

(c) Franchisee must have satisfied all monetary obligations owed by Franchisee to Franchisor as at the expiration of the term of this Agreement (or any extension or renewal term of this Agreement) and in Franchisor's reasonable judgment shall have timely met all monetary obligations to Franchisor and to trade creditors of the Business throughout the term of this Agreement.

(d) Franchisee shall not be in default of any provision of this Agreement (which includes, among other things, current and proper use of all system software, compliance with insurance requirements, and attendance at annual conferences), any amendment hereof or successor hereto, or any other agreement between Franchisee and Franchisor as at the expiration of the term of this Agreement, and shall have substantially complied with all of the terms and conditions of such agreements throughout the term of this Agreement.

(e) Franchisee shall sign and deliver to Franchisor, at the time of such renewal, Franchisor's then-current form of franchise agreement, the terms of which may differ from the terms of this Agreement and which, when executed, shall supersede in all respects this Agreement. Without limiting the generality of the foregoing, such renewal agreement shall not require payment of any initial franchise fee, but may stipulate for higher payments than are required hereunder, including higher percentage royalties. Unless otherwise agreed by Franchisor and Franchisee, such renewal agreement shall contain no right or option to further renew this Franchise.

(f) Franchisee shall pay to Franchisor a renewal fee in an amount equal to the greater of: (a) Fourteen Thousand Five Hundred Dollars ($14,500), or (b) fifty percent (50%) of the initial franchise fee then being charged by Franchisor to new BIN THERE...DUMP THAT franchisees ("**System Franchisees**").

(g) If required by Franchisor, those personnel of Franchisee designated by Franchisor shall have satisfied Franchisor's training requirements for new System Franchisees as at the date of such renewal.

(h) Franchisee and each of the Principals shall have executed, at the time of such renewal, a renewal agreement that will include (among other things) a general release of any claims they may have against Franchisor and Franchisor's

officers, directors, agents and employees, in the form that Franchisor reasonably provides.

1.7 Franchisee may only operate the Business and offer and sell services within the Territory, and only in accordance with the requirements of this Agreement and the procedures set forth in the Manual. Franchisee agrees not to offer or sell products or services outside the Territory or through any means other than through the Business as permitted under this Agreement (therefore, for example, Franchisee agrees not to offer or sell services or products by use of catalogs, the Internet, digital sites or connections (such as mobile apps), and/or through any other electronic or print media).

ARTICLE 2 - GENERAL SERVICES TO BE RENDERED BY FRANCHISOR

2.1 Franchisor shall provide the advice and technical assistance to Franchisee that Franchisor deems necessary to assist Franchisee to establish the Business in accordance with the System.

2.2 Franchisor shall periodically advise and consult with Franchisee in connection with the operation of the Business and also, upon request (at a cost charged to Franchisee) by Franchisor of Franchisee, at other reasonable times or at Franchisee's site.

2.3 Franchisor shall communicate to Franchisee the know-how, new developments, techniques, and improvements in areas of disposal that Franchisor deems necessary and pertinent to the operation of the Business.

2.4 Franchisor shall provide periodic and continuing advisory assistance to Franchisee as to the operation and promotion of the Business as Franchisor deems advisable.

ARTICLE 3 - TRAINING

3.1 Prior to the commencement of the operation of the Business, Franchisor shall furnish, and those personnel of Franchisee designated by Franchisor shall enroll in and complete, a training program on the background and Business model in connection with the System ("Initial Training"), to be conducted at such time and place and for such duration as Franchisor deems necessary. Franchisor will provide Initial Training at its offices at no charge for up to three individuals if the Franchise will have a Territory with a population of 125,000 or fewer persons, and three individuals for Territories with a population greater than 125,000 persons. Franchisee may elect to send more than that number of individuals to the Initial Training program, but in doing so will be required to pay Franchisor an Initial Training fee for each additional trainee. Franchisee may also elect to conduct the Initial Training program at the premises of the Franchise, but if so Franchisee must pay a fee for each trainee and also must reimburse Franchisor for its costs of providing on-site training (including travel, room and board). All expenses of travel, room, board and wages of each trainee for Initial Training shall be paid by Franchisee. No compensation shall be payable by Franchisor to a trainee for any services rendered by the trainee during training.

3.2 Prior to the commencement of the operation of the Business, Franchisor shall furnish, and those personnel of Franchisee designated by Franchisor shall enroll in and complete, a training program on the operation of the Business ("Operational Training"), to be conducted at such time and place and for such duration as Franchisor deems necessary. Franchisee must send at least one individual to Operational Training. Franchisor will provide Operational Training at a certified training location at no charge for up to two individuals. Franchisee may elect to send more than that number of individuals to the Operational Training program, but in doing so will be required to pay Franchisor an Operational Training fee for each additional trainee. All expenses of travel, room, board and wages of each trainee for Operational Training shall be paid by Franchisee. No compensation shall be payable by Franchisor to a trainee for any services rendered by the trainee during training.

3.3 If required by Franchisor, Franchisee and such other employees of the Business as are specified by Franchisor will attend and participate in management seminars and training and refresher courses, conducted by or on behalf of Franchisor from time to time. Franchisor agrees that Franchisee and such employees will not be required to attend more than two (2) such seminars or other courses in each calendar quarter. In addition, Franchisor may require that Franchisee and its personnel attend at least one convention in each calendar year and Franchisor is entitled to charge a reasonable fee (not to exceed $750 per participant) for the convention. Franchisee agrees that Franchisor can charge the convention fee to Franchisee whether or not Franchisee or any of its representatives attend the convention. All expenses of travel, room, board and wages of each employee for training, seminars and the convention shall be paid by Franchisee.

3.3 Franchisee shall implement a training program for its employees in accordance with training standards and procedures prescribed by Franchisor from time to time. All of Franchisee's employees must complete this training program to the satisfaction of Franchisor. Franchisor shall have the right to require reasonable retraining, at Franchisee's expense, of those employees failing to demonstrate adequate knowledge of Franchisor's standards and procedures.

ARTICLE 4 - SYSTEMS MANUAL

4.1 Franchisor shall loan to Franchisee one (1) copy of each of Franchisor's confidential System operation manuals, prepared by Franchisor for use by System Franchisees. The Manual (defined below) contains detailed information relating to the operation of the Business in conjunction with the System and in order to meet brand standards. Franchisor has the right to provide any or all of the Manual in digital, paper, or other form.

4.2 Franchisee shall promptly adopt and use exclusively the formulae, methods, procedures and policies contained in the Manual, as it may be modified by Franchisor from time to time. Franchisee shall also comply with all formulae, methods, standards, procedures and policies relating to the System as are set out in memoranda and other written directions provided by Franchisor to Franchisee from time to time in connection with the Business, promptly upon receipt or service thereof, actual or deemed, as in the case of notice being served in accordance with Section 18.2 hereof. The System operations manual is and all such written directives and memoranda are collectively referred to as the "Manual" in this Agreement. The Manual and its policies, as Franchisor may periodically modify, add to, withdraw or revise, are incorporated herein by reference and constitute provisions of this Agreement as if they were fully contained in this Agreement.

4.3 Franchisee acknowledges that Franchisor is the owner of all proprietary rights in and to the System and that the information revealed in the Manual includes confidential information and trade secrets.

4.4 Without the prior written consent of Franchisor, Franchisee shall not disclose the contents of the Manual to any person, except to employees of Franchisee on a "need-to-know" basis (and then only in circumstances which ensure confidentiality) for purposes related solely to the operation of the Business, nor shall Franchisee display, reprint, reproduce, and/or otherwise allow any party access to the Manual (in whole or in part) for any purposes except in connection with instruction of such employees in the operation of the Business.

ARTICLE 5 - ADVERTISING

5.1 All advertising contributions received by Franchisor pursuant to Sections 11.3 and 11.5 hereof shall belong to Franchisor and will be administratively segregated on the books of Franchisor to form an advertising fund (the "Fund"). Franchisor shall utilize such contributions to formulate, develop, produce and conduct national and regional advertising (the "Advertising Programs") designed to enhance the value of the System in the United States and the Marks and the general

public recognition and acceptance thereof. Franchisee understands and acknowledges that the Advertising Programs are intended to maximize general public recognition and acceptance of the System for the benefit of Franchisor and all System Franchisees and Franchisor undertakes no obligation to ensure that any particular licensee, including Franchisee, benefits directly or pro rata from the placement or conduct of the Advertising Programs. Upon request, Franchisor will make available to Franchisee an annual accounting of the receipts and disbursements of the Fund. Franchisor agrees to discuss the scope and content of the proposed Advertising Programs, the selection of the media and the use of the Fund with Franchisee, but the final determination rests with Franchisor.

5.2 In the event that expenditures from time to time by Franchisor from the Fund shall exceed the balance for the time being in the Fund, and Franchisor at its sole option advances the deficiency, Franchisor shall be entitled to priority in respect of reimbursement therefor from subsequent advertising contributions from all System Franchisees.

5.3 Franchisor shall be entitled to charge the Fund reasonable administration fees in respect of services rendered in performing such duties in such amount as Franchisor in its sole discretion shall determine, as long as the fees so paid are competitive with fees then generally charged by advertising agencies or consultants in the market area in question for providing services of a comparable nature. All decisions from time to time regarding the scope and content of the Advertising Programs and the selection of the media and advertising content shall be within the sole discretion of Franchisor.

5.4 Franchisor may delegate its responsibilities in connection with the Advertising Programs to any one or more persons of its choosing, including persons who may not deal at arm's length with Franchisor. Any such designee shall be entitled to receive a fee in respect of services rendered in performing such duties in such amount as Franchisor in its sole discretion shall determine, as long as the fees so paid are competitive with fees then generally charged by advertising agencies in the market area in question for providing services of a comparable nature. All fees payable pursuant to this Article may be paid out of the advertising contributions of System Franchisees.

5.5 Franchisor has the right to designate any geographical area for purposes of establishing a regional cooperative advertising fund among the Bin There Dump That Businesses located within that geographical area (a “Regional Fund”). If a Regional Fund for the geographic area in which Franchisee’s Business is located has been established at the time Franchisee commences operations under this Agreement, then Franchisee must immediately become a member of such Regional Fund. If a Regional Fund for the geographic area in which Franchisee’s Business is located is established during the term of this Agreement, Franchisee must become a member of such Regional Fund within thirty (30) days after the date on which the Regional Fund commences operation. In no event will Franchisee be required to join more than one Regional Fund. The following provisions will apply to each such Regional Fund:

(a) Each Regional Fund will be organized and governed in a form and manner, and will commence operations on a date, all of which Franchisor must have approved in advance, in writing.

(b) Each Regional Fund will be organized for the exclusive purpose of administering regional marketing programs and developing, subject to Franchisor’s approval, standardized promotional materials for use by the members in regional marketing.

(c) No marketing, advertising or promotional plans or materials may be used by a Regional Fund or furnished to its members without Franchisor’s prior approval, pursuant to the procedures and terms as set forth in Section 5.6 below.

(d) Once Franchisee becomes a member of a Regional Fund, Franchisee must contribute to a Regional Fund in the manner and in the amount voted upon by the Regional Fund, together with such statements or reports that Franchisor, or the Regional Fund (with Franchisor's prior written approval) may require. Franchisor also have the right to require that Franchisee submit its Regional Fund contributions and reports directly to Franchisor for distribution to the Regional Fund.

(e) Voting will be on the basis of one vote per Business, and any Businesses that Franchisor (or its affiliates) operate in the region will have the same voting rights as those owned by franchisees. Each franchised Business in the Regional Fund shall also have one vote (no matter how many people own the franchisee).

(f) Although once established, each Regional Fund is intended to be of perpetual duration, Franchisor maintains the right to terminate any Regional Fund. A Regional Fund will not be terminated, however, until all monies in that Regional Fund have been expended for marketing purposes.

5.6 Franchisee will use its best efforts to promote and increase the demand for products and services being distributed by the System, at its own cost and expense (which shall be in addition to the payments required under Section 11.3). Franchisee will submit for approval by Franchisor, prior to use thereof, all advertising and promotional materials prepared by Franchisee for use in connection with the Business.

(a) Franchisee agrees not to use, or otherwise engage in any advertising or promotion of the Business (including, without limitation, media interviews or the use of unapproved coupon or other promotional schemes) without Franchisor's prior written consent. Franchisee agrees to submit all proposed advertising and promotional materials, plans, and related material to Franchisor for its review and consideration. Advertising materials that Franchisor has not approved in writing within thirty (30) days of actual receipt by Franchisor shall be deemed to have been disapproved by Franchisor.

(b) Franchisee agrees that it will prepare all advertising and promotion to be completely factual and that all such materials must conform to the highest standards of ethical advertising. Franchisee agrees to refrain from any business or advertising practice that may be injurious to the business of Franchisor, the goodwill associated with the Marks, and/or the business of other System Franchisees.

(c) Franchisee agrees that any and all copyright in and to advertising, marketing materials, and promotional plans developed by or on behalf of Franchisee will be Franchisor's sole property, and Franchisee agrees to sign such documents (and, if necessary, require its employees and independent contractors to sign such documents) that Franchisor deems reasonably necessary to give effect to this provision.

5.7 Neither the approval by Franchisor of Franchisee's advertising and promotional material nor the provision of such material by Franchisor shall, directly or indirectly, require Franchisor to pay for such advertising and promotion.

5.8 Franchisee agrees that periodic rebates, give aways and other promotions and programs will, if and when Franchisor adopts them, be an integral part of the System. Accordingly, Franchisee agrees to honor and participate (at its expense) in reasonable rebates, give aways, marketing programs, and other promotions that Franchisor establishes and/or that other franchisees

sponsor, so long as they do not violate regulations and laws of appropriate governmental authorities.

5.9 Franchisee will obtain and maintain, at its sole cost, listings for the Business in online and applicable telephone directories serving the Territory. All such listings will be deemed local advertising subject to Franchisor's approval pursuant to Section 5.6 above. Franchisor may obtain such listings on behalf of and at the expense of Franchisee, which agrees to reimburse Franchisor in respect thereof upon demand. Franchisee acknowledges and agrees that any and all telephone numbers used in connection with the Business are and shall remain the property of Franchisor, subject to use thereof during the term of this Agreement by Franchisee while in good standing hereunder.

5.10 Franchisee agrees that certain associations between Franchisee and/or the Business and/or the Marks and/or the System, on the one hand, and certain political, religious, cultural or other types of groups, organizations, causes, or activities, on the other, however well-intentioned and/or legal, may create an unwelcome, unfair, or unpopular association with, and/or an adverse effect on, Franchisor's reputation and/or the good will associated with the Marks. Accordingly, Franchisee agrees to not, without Franchisor's prior written consent, take any actions, positions, and/or make statements that are (or that may be perceived by the public to be) taken in the name of, in connection or association with Franchisee, the Marks, the Business, Franchisor, and/or the System involving the donation of any money, products, services, goods, or other items to, any charitable, political or religious organization, group, or activity.

ARTICLE 6 - ALLOWANCES

Franchisee acknowledges and agrees that Franchisor shall have the right to collect and retain all manufacturing allowances, marketing allowances, rebates, credits, monies, payments or benefits (collectively, "**Allowances**") offered by suppliers to Franchisee or to Franchisor or its affiliates based upon purchases of equipment, inventory and other goods and services for the Business. These Allowances are based on System-wide purchases of equipment, inventory, and other items. Franchisee assigns to Franchisor or its designee all of Franchisee's right, title and interest in and to any and all such Allowances and authorizes Franchisor or its designee to collect and retain any or all such Allowances without restriction (unless otherwise instructed by the supplier).

ARTICLE 7 - AUTHORIZED AND APPROVED PRODUCTS

7.1 Franchisee recognizes that the uniform quality of the vehicles, products, supplies and materials used in connection with the Business is essential to compliance with the System. Accordingly, Franchisee shall purchase and use only those vehicles, products, supplies and materials in the operation of the Business that have been approved by Franchisor as meeting its minimum specifications and quality standards as established from time to time. Without limiting the generality of the foregoing, Franchisee shall only purchase (or lease) and operate at all times during the term of this Agreement, fully operational and roadworthy motor vehicles, containing such appropriate signage as Franchisor may require from time to time to properly designate Franchisee as one of its authorized franchisees. Franchisee may purchase from any approved supplier such vehicles, products, supplies and material which meet Franchisor's specifications and quality standards. If Franchisee desires to use any vehicle, product, supply or material which has not been approved by Franchisor as meeting its specifications and quality standards, or to purchase any vehicle, product, supply or material from a supplier that has not been designated by Franchisor as an approved supplier, Franchisee shall first notify Franchisor and shall upon request by Franchisor submit samples and such other information as Franchisor requires for examination and/or testing by Franchisor, at Franchisee's expense. Franchisor shall notify Franchisee within a reasonable time whether it approves such vehicle, product, supply material or supplier. Franchisee recognizes that Franchisor shall have the right to appoint only one manufacturer, distributor, reseller, and/or other vendor for any particular item (including but not

limited to distribution of vehicles, equipment, inventory, and supplies for Franchise, and other items).

7.2 Franchisor will notify Franchisee from time to time of the prices and terms of purchase of goods and supplies which Franchisor is prepared to supply, and Franchisee shall pay for items which it orders from Franchisor according to the prices in effect at the date of shipment, plus reasonable charges for shipping and transportation. Franchisor may change the prices and terms of purchase of any items sold hereunder from time to time without prior notice. Payment for each item purchased by Franchisee shall be made in full on delivery, unless the invoice provides otherwise (in which case the terms of the invoice shall govern), or unless Franchisor and Franchisee have made written alternate arrangements (such as putting in place a merchant credit card account). If Franchisor chooses to ship items on credit terms, it may thereafter at any time, and without prior notice to Franchisee, require that any further items ordered be paid for on delivery. Franchisor's receipt of any cheque, draft or other commercial paper shall not constitute payment until Franchisor receives in cash the full amount thereof. Franchisee shall pay for all collection charges incurred by Franchisor in connection with any items sold hereunder.

(a) Should Franchisee use its own form of purchase order for ordering items from Franchisor, all sales to Franchisee shall nevertheless be subject to all provisions of this Agreement and to the trade terms of Franchisor then in effect. Any provision of Franchisee's purchase order which is inconsistent with the provisions of this Agreement or Franchisor's trade terms, or which imposes any greater burden on Franchisor than the obligations set forth hereunder, or which confers on Franchisee additional rights in connection therewith, shall be of no effect whatever unless expressly accepted by Franchisor in writing specifically referring to the inconsistency, added burden or additional rights and specifically stating that such provision will govern.

(b) No items purchased from Franchisor shall be returnable to Franchisor except with the prior written authorization of Franchisor. Franchisor agrees to grant such authorization in respect of any defective goods and supplies. If Franchisor grants written authorization to Franchisee to return any goods other than defective goods, then all freight and transportation charges to the location specified by Franchisor in its authorization shall be borne and prepaid by Franchisee, and all such returns shall be subject to a restocking charge of ten percent (10%) of the invoice cost thereof to Franchisee plus the cost (if any) incurred by Franchisor in refurbishing and repackaging such goods.

(c) Franchisor gives no representation, warranty, promise or other inducement of any nature to Franchisee (whether direct or collateral, express or implied, oral or written, statutory or otherwise) in respect of any items which Franchisor may sell from time to time to Franchisee, it being understood and agreed that the only remedy of Franchisee against Franchisor is in respect of defective items purchased from Franchisor, being limited to returning the same to Franchisor for replacement or, at Franchisor's option, for a credit equal to the purchase price.

7.3 Franchisee shall pay Franchisor and all other trade creditors of the Business promptly in accordance with the terms of purchase or lease for vehicles, services, products, supplies and materials. Franchisee hereby irrevocably authorizes, empowers and directs Franchisor (but without obligation on the part of Franchisor) at all times and from time to time (when deemed appropriate in its sole discretion) to advance to trade creditors of the Business on behalf of Franchisee any and all amounts as may appear to Franchisor to be required to keep Franchisee in good standing therewith. Franchisor may place full reliance upon statements of account or copies thereof delivered by any such trade creditor to Franchisor as conclusive evidence of the indebtedness of Franchisee to such trade creditor in the amount shown thereon and as to the terms of payment thereof, including interest on overdue amounts, and Franchisee shall (as

between it and Franchisor) be stopped from disputing the accuracy thereof. Any and all amounts paid by Franchisor in pursuance of the powers contained in this Section shall be a debt due hereunder from Franchisee to Franchisor as if the same were amounts owing in respect of direct purchases from Franchisor.

7.4 Franchisee will supply Franchisor with such information and documents about the Business as Franchisor may require from time to time. All customer lists and records of Franchisee's Business will be and remain the property of Franchisor.

(a) Within 90 days after the end of Franchisee's fiscal year, Franchisee will submit to Franchisor financial statements (on a review engagement basis) including a profit and loss statement for the fiscal year, a balance sheet as of the end of the period, and a copy of the tax return prepared for that Business. Such financial statements and tax returns will be warranted by Franchisee to be true and correct. Franchisee agrees to keep true, complete and correct books of account, business records and records of its gross receipts, in accordance with the Manual and in accordance with generally accepted accounting principles. Franchisee will keep all of its business records for a minimum of six years.

(b) In addition, Franchisee agrees to provide Franchisor with written monthly reports on the 1st of each month, commencing on the first of the month following the date of this Agreement, identifying the number of motor vehicles in operation (or that are inoperable or under repair) with Franchise and the motor vehicle identification number, make, model and year of each of the said motor vehicles.

(c) If Franchisee fails to deliver any of the financial statements or reports required under Sections 7.4(a) and (b) above, then upon delivery of written notice to Franchisee of such failure, and notwithstanding all other remedies available to Franchisor pursuant to this Agreement (including those under Section 14 below), Franchisor reserves the right, upon notice to Franchisee and for so long as such failure remains uncured, to: (a) terminate Franchisee's access to Franchisor's operating system (currently, "Bin Tracker"), and (b) charge Franchisee a fee in the amount of One Hundred Dollars ($100) for each day such failure remains uncured.

7.5 Each of Franchisee and the Principals covenant and agree to execute and deliver to Franchisor a general security agreement in the form annexed hereto as **Exhibit B** (the "General Security Agreement") contemporaneously upon the execution of this Agreement. The security constituted under the General Security Agreement may be subordinate to any security granted by Franchisee and/or the Principals in connection with bank financing for the opening of the Business or the operating line of credit for the Business but shall not be subordinate to any security interest granted by Franchisee to any landlord or any other person, firm, corporation or entity. In addition, Franchisor may require Franchisee to grant to Franchisor a purchase money security interest over any of Franchisee's motor vehicles, inventory and/or equipment financed by Franchisor, if any such financing is extended by Franchisor.

7.6 Franchisee agrees to disclose to Franchisor all ideas, concepts, methods, techniques and products conceived or developed by Franchisee, its affiliates, owners and/or employees during the term of this Agreement relating to the development and/or operation of the Business. All such products, services, concepts, methods, techniques, and new information will be deemed to be Franchisor's sole and exclusive property and works made-for-hire for Franchisor. Franchisee hereby grants to Franchisor (and agrees to obtain from Franchisee's affiliates, owners, employees, and/or contractors), a perpetual, non-exclusive, and worldwide right to use any such ideas, concepts, methods, techniques and products in any businesses that Franchisor and/or its affiliates, franchisees and designees operate. Franchisor will have the right to use those ideas, concepts, methods, techniques, and/or products without compensation to Franchisee. Franchisee

agrees not to use or allow any other person or entity to use any such concept, method, technique or product without obtaining Franchisor's prior written approval.

ARTICLE 8 - RESTRICTIVE COVENANTS

8.1 Franchisee agrees that during the term of this Agreement, except as Franchisor has otherwise approved in writing, Franchisee (or its designated Principal) will devote full time, energy, and best efforts to the management and operation of the Business.

8.2 Understandings.

(a) Franchisee agrees that: (a) pursuant to this Agreement, Franchisee will have access to valuable trade secrets, specialized training and confidential information from Franchisor and its affiliates regarding the development, operation, management, purchasing, sales and marketing methods and techniques of the System; (b) the System and the opportunities, associations and experience Franchisor has established and that Franchisee will have access to under this Agreement are of substantial and material value; (c) in developing the System Franchisor and its affiliates have made and continue to make substantial investments of time, technical and commercial research, and money; (d) Franchisor would be unable to adequately protect the System and its trade secrets and Confidential Information against unauthorized use or disclosure and would be unable to adequately encourage a free exchange of ideas and information among franchisees in the System if franchisees were permitted to hold interests in Competitive Businesses (as defined below); and (e) restrictions on Franchisee's right to hold interests in, or perform services for, Competitive Businesses will not unreasonably or unnecessarily hinder Franchisee's activities.

(b) As used in this Section 8, the term "**Competitive Business**" is agreed to mean any business that is engaged in, concerned with, or otherwise involved in the business of waste and/or trash disposal, whether in a residential or commercial setting (or both).

8.3 Franchisee covenants and agrees that, during the term of this Agreement and for a continuous period of two (2) years after the expiration or termination of this Agreement, and/or a transfer as contemplated in Section 16 below, Franchisee will not directly, indirectly, for itself, or through, on behalf of, or in conjunction with any party, in any manner whatsoever, do any of the following:

(a) Divert or attempt to divert any actual or potential business or customer of any "Bin There Dump That" Business to any competitor or otherwise take any action injurious or prejudicial to the goodwill associated with the Marks and the System.

(b) Own, maintain, develop, operate, engage in, assist, franchise or license, make loans to, lease real or personal property to, and/or have any whatsoever interest in, or render services or give advice to, any Competitive Business.

8.4 During the term of this Agreement, there is no geographical limitation on the restrictions set forth in Section 8.3 above. During the two-year period following the expiration or earlier termination of this Agreement, or a transfer as contemplated under Section 16 below, these restrictions will apply (a) within the Territory; and (b) within the territory and/or two (2) miles outside the territory of any other "Bin There Dump That" Business that is then-existing, closed within the last year, and/or planned to be opened in the US. (None of these restrictions will apply to other "Bin There Dump That" Business that Franchisee (and its affiliates) operate pursuant to a valid franchise agreement with Franchisor or one of its affiliates.)

8.5 Franchisee further covenants and agrees that, for a continuous period of two (2) years after (a) the expiration of this Agreement, (b) the termination of this Agreement, and/or (c) a transfer as contemplated in Section 16 below:

(a) Franchisee will not directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, firm, partnership, corporation, or other entity, sell, assign, lease, and/or transfer the Business to any person, firm, partnership, corporation, or other entity that Franchisee knows, or has reason to know, intends to operate a Competitive Business within the Territory;

(b) Franchisee will not contact any party that is or was a customer of the "Bin There Dump That" Business during the preceding two (2) years; and

(c) Franchisee also agrees that, by the terms of any conveyance, selling, assigning, leasing or transferring its interest in the Business, Franchisee shall include these restrictive covenants as necessary to ensure that a Competitive Business that would violate this Section is not operated in the Territory for this two-year period, and Franchisee will take all steps necessary to ensure that these restrictive covenants become a matter of public record.

8.6 Any period of non-compliance with the requirements of this Section 8 (whether such non-compliance takes place after termination, expiration, and/or a transfer) will not be credited toward satisfying the two-year obligation specified above.

8.7 Section 8.3(b) above will not apply to Franchisee's ownership of less than five percent (5%) beneficial interest in the outstanding equity securities of any publicly held corporation. As used in this Agreement, the term "publicly held corporation" will be deemed to refer to a corporation which has securities that have been registered under the Securities Exchange Act of 1934.

8.8 Franchisee agrees to require and obtain execution of covenants similar to those set forth in Sections 4.4, 8.3 and 8.12 (as modified to apply to an individual), from Franchisee's Principals and other managerial and/or executive staff. The covenants required by this section must be in the form Franchisor periodically requires. If Franchisee does not obtain execution of the covenants required by this section and deliver to Franchisor those signed covenants, that failure will constitute a default under Section 14.2(o) below.

8.9 The parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement. Franchisor has the right to reduce the scope of any part of this Section 8 and, if Franchisor does so, Franchisee agrees to comply with the obligations as Franchisor has reduced them.

8.10 Franchisee agrees that the existence of any claims Franchisee may have against Franchisor, whether or not arising from this Agreement, will not constitute a defense to Franchisor's enforcement of the covenants in this Section 8. Franchisee agrees to pay all costs and expenses (including reasonable attorneys' fees, court costs, discovery costs, and all other related expenses) that we incur in connection with the enforcement of this Section 8.

8.11 Franchisee and the owners of Franchisee's Business ("**Owners**") agree to comply with and/or to assist Franchisor to the fullest extent possible in Franchisor's efforts to comply with Anti-Terrorism Laws (as defined below). In connection with such compliance, Franchisee and the Owners certify, represent, and warrant that none of their respective property or interests are "blocked" under any of the Anti-Terrorism Laws and that neither Franchisee nor any of the Owners are in violation of any of the Anti-Terrorism Laws. Franchisee also agrees not to knowingly hire or do business with (or continue to employ or do business with) any party who is blocked under any of the Anti-Terrorism Laws. The term "**Anti-Terrorism Laws**" means

Executive Order 13224 issued by the President of the United States, as supplemented, the USA PATRIOT Act, and all other laws and regulations addressing or in any way relating to terrorist acts and/or acts of war.

8.12 Franchisee and each of the Principals acknowledges that their knowledge of the operation of the Business will be derived from information disclosed to them by Franchisor pursuant to this Agreement and otherwise, and that certain of such confidential information (including without limitation the contents of the Manual, all information, data, knowledge, techniques and know-how designated or treated by Franchisor as confidential and includes any and all computer software or programs, training materials, operational videos, marketing programs, franchise rosters, franchisee lists, and any other materials designated or treated by Franchisor as confidential) is proprietary, confidential and a trade secret of Franchisor. Franchisee and each of the Principals agrees that each will maintain the absolute confidentiality of such information during and after the term of this Agreement and any extension of renewal terms thereof and that none will use any such information in any other business or in any manner whatsoever other than for the purpose of operating the Business in accordance with this Agreement. If Franchisor requests, Franchisee shall have its personnel who receive or will have access to confidential information sign covenants not to divulge the confidential information or use it for their own benefit. If Franchisee is a corporation or other business entity, its shareholders, members and/or owners must also abide by these covenants by signing a copy of this Agreement. If Franchisor requests, Franchisee's employees who have access to Franchisee's password and log-in name for Franchisor's Intranet must sign a confidentiality agreement agreeing to not disclose this information.

8.13 Franchisee agrees that if Franchisee violates this Section 8, that would result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and accordingly, Franchisee consents to the issuance of an injunction (without the requirement to post a bond) prohibiting any conduct in violation of the terms of this Section 8.

ARTICLE 9 - OPERATING STANDARDS AND SYSTEM CHANGES

9.1 Franchisee acknowledges that every component of the System is important to Franchisor, to the operation of the Business and to Franchisee including, without limitation uniformity of vehicle and product specifications, application methods, quality of customer service and uniformity of service. Franchisor shall have the right to inspect the Business at all reasonable times to ensure that Franchisee's operations are in compliance with the standards and policies of the System and of this Agreement.

9.2 Franchisee shall fully comply with the entire System including, without limitation, specifications, standards, operating procedures and rules relating to:

(a) the safety, maintenance, cleanliness, function and appearance of the vehicles, equipment and premises used in the Business;

(b) service agreements with respect to vehicles, equipment and premises;

(c) supplies, equipment, products and materials used in the operation of the Business;

(d) the provision of disposal services to customers of the Business;

(e) hours, days and months during which the Business is to be conducted;

(f) advertising and promotion, including joining in with other System Franchisees and vigorously promoting Franchisor's cooperative advertising and promotional programs conducted in regions including the location of the Business;

(g) use and retention of standard forms;

(h) use of signs, posters, displays and similar items;

(i) use of the Marks;

(j) the handling of customer complaints;

(k) approved uniforms;

(l) technology, computers, point-of-sale systems, use of e-mail, and related matters; and

(m) environmental, sustainability, and energy matters.

Where any advertising programs instituted by Franchisor are intended to include, and do include, the Territory and make reference to the rate or price at which any services or goods may be purchased or supplied, Franchisee will not sell or supply same at or for any rate or price higher than the advertised rate or price, as the case may be.

9.3 Recognizing that variations and additions to the System may be required from time to time in order to preserve and enhance the public image of the System, to accommodate changing consumer wishes as well as technological change and to ensure the continuing efficiency of System Franchisees' businesses generally, Franchisee acknowledges and agrees that Franchisor may from time to time hereafter, upon notice and acting reasonably, modify, add to, subtract from or otherwise change the System, which changes may include, without limitation, the adoption and use of new or modified trademarks and trade names, new products and services, new specifications for vehicles, equipment and furnishings and new techniques relating to the sale, promotion and marketing of products and services, and new procedures and provisions of the Manual. Franchisee agrees to promptly accept, implement, use and display all such changes in the conduct of the Business, at its sole cost.

9.4 Franchisee shall have the Business open and operational within ninety (90) days following the date of this Agreement. Franchisee shall secure and maintain in force all required licenses, permits and certificates and shall operate the Business in full compliance with all applicable laws, by-laws and regulations, including without limitation all government regulations relating to occupational hazards and health, employment standards, consumer protection, environmental protection, hazardous products, unfair and deceptive practices, packaging and labelling, trade regulation, workers' compensation, unemployment insurance and withholding and payment of all taxes.

9.5 Franchisee shall refrain from any practice which may be injurious to the Business, Franchisor, or the goodwill associated with the Marks or to other System Franchisees of Franchisor.

9.6 If, in the reasonable judgment of Franchisor, the general state of repair or the appearance of the vehicles and equipment used in the Business does not meet with Franchisor's standards therefor, Franchisor shall so notify Franchisee, specifying the action to be taken by Franchisee to correct such deficiency. Franchisee acknowledges and agrees that, among other things, Franchisee will be required to refurbish all dumpsters used in connection with the Business a minimum of once every four (4) years during the term of this Agreement. If Franchisee fails to effect such repairs, refurbishments, upgrades, painting or decorating within thirty (30) days after receipt of such

notice, Franchisor shall have the right to cause such repairs, refurbishments, upgrades, painting and/or decorating to be made at Franchisee's expense, and Franchisee shall reimburse Franchisor on demand for any such amounts paid in the first instance by Franchisor. If Franchisee fails to pay its suppliers on time, Franchisor shall have the right to do so on behalf of Franchisee and, in such event, Franchisee agrees to reimburse Franchisor upon demand for all amounts paid by Franchisor on account of any such payments, together with interest thereon as provided in this Agreement for overdue amounts.

9.7 Franchisor may periodically designate an independent evaluation service to conduct a “mystery shopper,” “customer survey,” and/or similar quality-control and evaluation programs with respect to some or all “Bin There Dump That” Businesses. Franchisee agrees to participate in such programs as Franchisor requires, and promptly pay the then-current charges of the evaluation service. If Franchisee receives an unsatisfactory or failing report in connection with any such program, then Franchisee agrees to: (a) immediately implement any remedial actions Franchisor requires; and (b) reimburse Franchisor for the expenses Franchisor incurs as a result thereof (including the cost of having the evaluation service re-evaluate the Business, Franchisor’s inspections of the Business, and other costs or incidental expenses).

9.8 Franchisor may develop or acquire rights to computer software relating to operation of the Franchise. In such event, Franchisor may license Franchisee the right to use this software and Franchisee may be required to update the software from time to time. Franchisor may require Franchisee to purchase or otherwise obtain such computer equipment and utilize the software as specified by Franchisor, including providing Franchisor with direct access to Franchisee’s computer equipment and software. Franchisor may also require Franchisee to have internet access available during all hours of operation, and, when possible, to utilize a high speed internet connection. Franchisee shall afford Franchisor unimpeded access to Franchisee’s computer system and required software as Franchisor may request, in the manner, form, and at the times requested by Franchisor. Franchisor will have the right to require Franchisee to maintain, upgrade, or replace its computer system hardware, software or any of these at Franchisee’s expense or to participate in any toll free telephone service (“Toll Free Service”) implemented by Franchisor as Franchisor may determine necessary in its sole discretion from time to time, which Toll Free Service shall be paid for by the Fund. Should Franchisor implement a Toll Free Service on behalf of System franchisees and the System, Franchisee shall be required to market the Toll Free Service in all of the marketing and promotional literature advertising Franchise, in each case in accordance with Franchisor’s instructions set out in the Manual.

9.9 With respect to data:

(a) All data Franchisee collects, creates, provides, or otherwise develops on its computer system, whether or not uploaded to Franchisor’s system, and/or downloaded from Franchisee’s system to Franchisor’s system, is and will be owned exclusively by Franchisor, and Franchisor will have the right to access, download, and use such data in any manner that Franchisor deems appropriate without compensation to Franchisee. (As used in this Agreement, the term “data” excludes consumer credit, debit, and payment card information.)

(b) All other data that Franchisee creates or collects in connection with the System, and in connection with Franchisee’s operation of the Business (including but not limited to customer and transaction data), is and will be owned exclusively by Franchisor during the term of, and following termination or expiration of, this Agreement.

(c) Franchisee agrees to transfer to Franchisor all data that Franchisor does not automatically collect upon request.

(d) Franchisor hereby licenses use of such data back to Franchisee, at no additional cost, solely for the term of this Agreement and solely for Franchisee’s use in connection with operating the Business under the System. Franchisee acknowledges and agrees that except for the

right to use the data under this clause, Franchisee will not develop or have any ownership rights in or to the data.

(e) Upon termination, expiration, and/or transfer of this Agreement and/or the Business, Franchisee agrees to provide Franchisor with all data (in the digital machine-readable format that we specify, and/or printed copies, and/or originals) promptly upon Franchisor's request.

9.10 Unless Franchisor has otherwise approved in writing, Franchisee agrees to neither establish nor permit any other party to establish a Digital Site relating in any manner whatsoever to the Business and/or referring to the Marks. Franchisor will have the right, but not the obligation, to provide one or more references or webpage(s), as Franchisor may periodically designate, within Franchisor's Digital Site. The term "**Digital Site**" means one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including the Internet, World Wide Web, webpages, microsites, social media and networking sites (including Facebook, Twitter, LinkedIn, You Tube, Snapchat, Pinterest, Instagram, etc.), blogs, vlogs, podcasts, applications to be used on mobile devices (e.g., iOS or Android apps), and other applications, etc. (whether they are now in existence or developed in the future). However, if Franchisor gives Franchisee prior written consent to have some form of separate Digital Site (which Franchisor is not obligated to approve), then each of the following provisions will apply:

(a) Franchisee shall not establish or use any Digital Site without Franchisor's prior written approval.

(b) Any Digital Site owned or maintained by or for the benefit of Franchisee shall be deemed "marketing" under this Agreement, and will be subject to (among other things) Franchisor's approval under Article 5 above.

(c) Before establishing any Digital Site, Franchisee shall submit to Franchisor, for Franchisor's prior written approval, a sample of the proposed Digital Site domain name, format, visible content (including, without limitation, proposed screen shots), and non-visible content (including, without limitation, meta tags) in the form and manner Franchisor may reasonably require;

(d) Franchisee shall not use or modify such Digital Site without Franchisor's prior written approval as to such proposed use or modification; and Franchisee must include such disclaimers as Franchisor may require (such as a statement of Franchisee's sole responsibility for the content of the site);

(e) In addition to any other applicable requirements, Franchisee shall comply with the standards and specifications for Digital Sites that Franchisor may periodically prescribe in the Manual or otherwise in writing (including, but not limited to, requirements pertaining to designating Franchisor as the sole administrator or co-administrator of the Digital Site);

(f) If required by Franchisor, Franchisee shall establish such hyperlinks to Franchisor's Digital Site and others as Franchisor may request in writing;

(g) If required by Franchisor, Franchisee agrees to make weekly or other periodic updates to the Digital Site to reflect information regarding specials and other promotions at the Business;

(h) Franchisor may require Franchisee to make Franchisor the sole administrator (or co-administrator) of any social networking pages that Franchisee maintains or that are maintained on Franchisee's behalf, and Franchisor will have the right (but not the obligation) to exercise all of the rights and privileges that an administrator may exercise; and

(i) Franchisor reserves the right to revoke its consent to Franchisee's use of such Digital Sites at any time.

9.11 Franchisor may periodically specify in the Manual or otherwise in writing the information that Franchisee agrees to collect and maintain on its computer system, and Franchisee agrees to provide to Franchisor such reports as Franchisor may reasonably request from the data so collected and maintained. In addition:

(a) Franchisee agrees to abide by all applicable laws pertaining to the privacy of consumer, employee, vendor, and transactional information ("**Privacy Laws**").

(b) Franchisee agrees to comply with Franchisor's standards and policies that Franchisor may issue (without any obligation to do so) pertaining to the privacy of consumer, employee, vendor, and transactional information. If Franchisee becomes aware (and/or if Franchisee should be aware) that there is a conflict between Franchisor's standards and policies and Privacy Laws, then Franchisee agrees to: (a) comply with the requirements of Privacy Laws; (b) immediately give Franchisor written notice of such conflict; and (c) promptly and fully cooperate with Franchisor and its counsel in determining the most effective way, if any, to meet Franchisor's standards and policies pertaining to privacy within the bounds of Privacy Laws.

(c) Franchisee agrees to not publish, disseminate, implement, revise, or rescind a data privacy policy without Franchisor's prior written consent as to such policy.

(d) Franchisee agrees to implement at all times appropriate physical and electronic security as is necessary to secure its computer system, including complex passwords that Franchisee changes periodically, and to comply with any standards and policies that Franchisor may issue (without obligation to do so) in this regard.

9.12 Franchisee shall not use the Marks or any abbreviation or other name associated with Franchisor and/or the System as part of any e-mail address, domain name, social media address or handle, and/or other identification of Franchisee in any electronic medium. Franchisee agrees not to transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without first obtaining Franchisor's written consent as to: (a) the content of such e-mail advertisements or solicitations; and (b) Franchisee's plan for transmitting such advertisements. In addition to any other provision of this Agreement, Franchisee shall be solely responsible for compliance with any laws pertaining to sending e-mails including but not limited to the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (known as the "**CAN-SPAM Act of 2003**").

9.13 Franchisor is committed to working to attain optimal performance of Businesses under the System with respect to environmental, sustainability, and energy performance. Franchisor and Franchisee each recognize and agree that there are changing standards in this area in terms of applicable law, competitors' actions, consumer expectations, obtaining a market advantage, available and affordable solutions, and other relevant considerations. In view of those and other considerations, as well as the long-term nature of this Agreement, Franchisee agrees that Franchisor has the right to periodically set reasonable standards with respect to environmental, sustainability, and energy for the System through the Manual, and Franchisee agrees to abide by those standards.

9.14 With respect to Franchisee's acceptance and processing of customer payments by credit and debit cards, Franchisee agrees to do all of the following:

(a) Franchisee agrees to maintain, at all times, credit-card relationships with the credit- and debit-card issuers or sponsors, check or credit verification services, financial-center services,

merchant service providers, and electronic-fund-transfer systems (together, "**Credit Card Vendors**") that Franchisor may periodically designate as mandatory. The term "Credit Card Vendors" includes, among other things, companies that provide services for electronic payment, such as near field communication vendors (for example, "Apple Pay" and "Google Wallet").

(b) Franchisee agrees not to use any Credit Card Vendor for which Franchisor has not given Franchisee its prior written approval or as to which Franchisor has revoked its earlier approval.

(c) Franchisor has the right to modify its requirements and designate additional approved or required methods of payment and vendors for processing such payments, and to revoke its approval of any service provider.

(d) Franchisee agrees to comply with all of Franchisor's policies regarding acceptance of payment by credit and/or debit cards, including, for example, minimum purchase requirements for a customer's use of a credit card (Franchisor may set these requirements in the Manual).

(e) Franchisee agrees to comply with Franchisor's requirements concerning data collection and protection, as specified in Section 9.9 above.

(f) Franchisee agrees to comply with the then-current Payment Card Industry Data Security Standards as those standards may be revised and modified by the PCI Security Standards Council, LLC (see www.pcisecuritystandards.org), or any successor organization or standards that Franchisor may reasonably specify. Among other things, Franchisee agrees to implement the enhancements, security requirements, and other standards that the PCI Security Standards Council (or its successor) requires of a merchant that accepts payment by credit and/or debit cards.

ARTICLE 10 - BEST EFFORTS, PERSONAL PARTICIPATION AND STAFFING

10.1 Each of Franchisee and the Principals shall diligently and fully fulfil its obligations under this Agreement in every manner and will not engage in any other business or activity apart from the Business without the prior written consent of Franchisor. Franchisee shall devote the majority of its time and attention to operating the business and shall ensure that the Business is at all times under the direct, on-premises supervision of Franchisee or a trained and competent manager who has completed Franchisor's training program and is otherwise acceptable to Franchisor. If two (2) or more persons are Franchisee or the Principals, their obligation and liability to Franchisor shall be joint and several.

10.2 Staffing.

(a) Franchisee agrees to maintain a competent, conscientious staff in numbers sufficient to promptly service customers and to comply with staffing and service criteria, which may include without limitation specified positions that Franchisor may designate from time to time as necessary or appropriate for providing quality customer experience according to Franchisor's standards. Franchisor will provide its requirements for service/function positions that Franchisor may establish from time to time and which will be set forth in Franchisor's Manual.

(b) For the sake of efficiency and to enhance and protect Franchisor's brand, Franchisee and its staff must, at all times, cooperate with Franchisor and with Franchisor's representatives, and conduct the operation of the Business in a first-class and

professional manner in terms of dealing with customers, vendors, and Franchisor's staff as well.

(c) Franchisee's employees must comply with such dress code and other brand standards as Franchisor may reasonably require, which may include use of branded (or other "uniform") apparel, and otherwise identify themselves with the Marks at all times in the manner Franchisor specifies (whether in the Manual or otherwise in writing) while on a job for the Business. Franchisor may also require that Franchisee (and that Franchisee ensures that Franchisee's employees also) comply with Franchisor's brand standards concerning personal appearance (including dress code, footwear, hair color, body art, piercing, sanitation and personal hygiene, foundation garments, personal displays at work stations, etc.).

(d) Franchisee agrees to endeavor to develop, cultivate, and maintain a cooperative, cordial, and respectful work environment for Franchisee's staff and among all of the owners of the Business.

10.3 If Franchisee is a corporation, then Franchisee agrees to: (a) confine its activities, and Franchisee's governing documents will at all times provide that Franchisee's activities are confined, exclusively to operating the Business; (b) maintain stop transfer instructions on Franchisee's records against the transfer of any equity securities and will only issue securities upon the face of which a legend, in a form satisfactory to Franchisor, appears which references the transfer restrictions imposed by this Agreement; (c) not issue any additional shares (whether voting securities or securities convertible into voting securities); and (d) maintain a current list of all owners of record and all beneficial owners of any class of voting stock of Franchisee's company and furnish the list to Franchisor upon request.

10.4 If Franchisee is a general partnership, a limited partnership, or a limited liability partnership (LLP), then Franchisee agrees to: (a) confine its activities, and Franchisee's governing documents will at all times provide that Franchisee's activities are confined, exclusively to operating the Business; (b) furnish Franchisor with a copy of Franchisee's partnership agreement as well as such other documents as Franchisor may reasonably request, and any amendments thereto; (c) prepare and furnish to Franchisor, upon request, a current list of all of Franchisee's general and limited partners; and (d) consistent with the transfer restrictions set out in this Agreement, maintain instructions against the transfer of any partnership interests without Franchisor's prior written approval.

10.5 If Franchisee is a limited liability company (LLC), then Franchisee agrees to: (a) confine its activities, and Franchisee's governing documents will at all times provide that Franchisee's activities are confined, exclusively to operating the Business; (b) furnish Franchisor with a copy of Franchisee's articles of organization and operating agreement, as well as such other documents as Franchisor may reasonably request, and any amendments thereto; (c) prepare and furnish to Franchisor, upon request, a current list of all members and managers in Franchisee's LLC; and (d) maintain stop transfer instructions on Franchisee's records against the transfer of equity securities and will only issue securities upon the face of which bear a legend, in a form satisfactory to Franchisor, which references the transfer restrictions imposed by this Agreement.

ARTICLE 11 - PAYMENTS

11.1 Franchisee shall pay to Franchisor an initial franchise fee for Franchise herein granted upon signing this Agreement, less any deposit heretofore paid to Franchisor pursuant to the Option Agreement entered into by Franchisor and Franchisee, in connection with Franchise. The initial franchise fee shall be calculated based on the number of persons within the Territory as follows:

Population	Franchise Fee
125,000 or Fewer	$29,000
Over 125,000	Add $1,000 for each increment of 25,000 persons

Subject to the provisions of Sections 1.3 and 3.1, the initial franchise fee shall be fully earned by Franchisor upon execution hereof and be non-refundable.

11.2 In consideration of Franchisor granting Franchise to Franchisee, Franchisee shall pay to Franchisor in each and every year during the term of this Agreement, royalties based on the number of trucks used by Franchisee in connection with the Business ("**Vehicle**" or "**Vehicles**"), equal to the following amounts:

(a)	Monthly payment during the first year of the initial term of this Agreement:	$600 per Vehicle
(b)	Monthly payment during the second year of the initial term of this Agreement:	$900 per Vehicle
(c)	Monthly payment during the third year of the initial term of this Agreement:	$1,200 per Vehicle
(d)	Monthly payment during the fourth year of the initial term of this Agreement and each subsequent year of the Agreement (including renewal terms):	Currently $1,395 per Vehicle, as that amount is adjusted for annual increases to the Index

The royalties required under this Section 11.2 shall be paid as provided in Section 11.4 monthly on the first day of each month commencing on the first day of the month following the date of this Agreement, in each year during the term of this Agreement. Franchisee must at all times after ninety (90) days following the Effective Date, operate at least one (1) Vehicle full time within the Territory.

Notwithstanding the terms of this Section 11.2, Franchisor reserves the right, at any time in the future upon thirty (30) days' written notice to Franchisee, to revise the amount of royalties to instead be based on the monthly "gross sales" of the Business, in an amount of up to eight percent (8%) of monthly gross sales, and payable in the same manner as otherwise required under this Agreement.

11.3 In addition to the monies payable pursuant to the foregoing Sections of this Article 11, in order to contribute to Franchisor's cost of the Advertising Programs referred to in Article 5, Franchisee agrees to pay to Franchisor advertising contributions ("**Advertising Contributions**") in the following amounts:

(a)	Annual payment for the first year of the initial term of this Agreement:	$1,440 per Vehicle
(b)	Annual payment for the second year of the initial term of this Agreement:	$2,160 per Vehicle
(c)	Annual payment for the third year of the initial term of this Agreement:	$2,880 per Vehicle
(d)	Annual payment for the fourth year of the initial term of this Agreement and each subsequent year of the Agreement (including renewal terms):	Currently $3,347 per Vehicle, as that amount is adjusted for annual increases to the Index

The Advertising Contributions shall be paid as provided in Section 11.4 by monthly installments on the fifteenth (15th) day of the month, in the first year of this Agreement commencing in the

month following the date of this Agreement, and then in each additional year during the term of this Agreement, beginning on January 15. All Advertising Contributions, together with amounts contributed by our other franchisees shall be maintained in a separate fund administered by Franchisor. Such funds shall be applied for the purpose of advertising and promoting the licensed and company-owned operations associated with the Marks and producing such advertisement and promotion. However, Franchisor cannot and does not ensure that any particular franchisee will benefit directly or pro-rata from the placement of advertising and promotion. Franchisor may consult with its franchisees from time to time concerning the Advertising Programs to be established by Franchisor and, for that purpose, may invite franchisees to participate in a franchisee advisory board. The cost of establishing and maintaining such an advisory board may be charged to the Fund. Notwithstanding any such consultation with franchisees, Franchisor shall make all decisions concerning advertising and promotion in its absolute discretion. Franchisor's cost of establishing and maintaining such an advisory board and administering the Fund may be charged to the Fund.

Notwithstanding the terms of this Section 11.3, Franchisor reserves the right, at any time in the future upon thirty (30) days' written notice to Franchisee, to revise the amount of Advertising Contributions to instead be based on the monthly "gross sales" of the Business, in an amount of up to two percent (2%) of monthly gross sales, and payable in the same manner as otherwise required under this Agreement.

11.4 Franchisee shall establish an arrangement for electronic funds transfer or deposit of any payments required under this Agreement. Franchisee shall execute and deliver to Franchisor Franchisor's current form of "Authorization Agreement for Prearranged Payments (Direct Debits)," a copy of which is attached to this Agreement as Exhibit C, and Franchisee shall comply with the payment and reporting procedures specified by Franchisor.

11.5 Any payment or report not actually received by Franchisor (or the appropriate marketing fund) on or before such date shall be deemed overdue. If any payment is overdue, Franchisee shall pay Franchisor, in addition to the overdue amount, interest on such amount from the date it was due until paid, at the rate of one and one-half percent (1.5%) per month, but not more than any maximum rate under law that applies to you. Entitlement to such interest shall be in addition to any other remedies Franchisor may have.

11.6 Franchisee on a monthly basis shall provide Franchisor (in an electronic format acceptable to Franchisor) with the names and addresses of all customers of Franchisee and shall update such customer list on a weekly basis. Franchisor or its representatives shall have the right to inspect the Business books and records, at all reasonable times, to ensure that Franchisee is complying with the terms of this Article 11.

11.7 Franchisee shall pay Franchisor an initial training fee of Seven Hundred and Fifty Dollars ($750) for each trainee that Franchisee may request to participate in the initial training program in addition to the designated number of trainees that Franchisor is willing to train at no additional cost (i.e., two persons for a territory of one hundred and twenty-five thousand (125,000) persons or less, or three persons for a territory of one hundred and twenty-five thousand (125,000) persons or more).

11.8 Franchisee agrees to promptly pay when due all taxes levied or assessed, including, without limitation, unemployment and sales taxes, and all accounts and other indebtedness of every kind that Franchisee incurs in the conduct of the business franchised under this Agreement. Franchisee agrees to pay to Franchisor an amount equal to any sales tax, gross receipts tax, or similar tax (other than income tax) imposed on Franchisor with respect to any payments that Franchisee makes to Franchisor as required under this Agreement, unless the tax is credited against income tax that Franchisor otherwise pays to a state or federal authority.

11.9 Franchisor does not currently, but reserves the right at any time in the future to, charge Franchisee a fee in order to, and in an amount that is commensurate with, helping to offset the costs associated with the development, maintenance, and support of systems and technologies used in the operation of the Business (the "**Technology Fee**"). These may include, but are not limited to, dispatch software, customer relationship management (CRM) platforms, centralized data warehouses, and business intelligence or query tools that support operational decision-making. The amount of the Technology Fee will vary, but will not exceed Five Hundred Dollars ($500) per month under this Agreement. If Franchisee operates more than one Franchise under separate franchise agreements with Franchisor, there is a separate Technology Fee for each Franchise. Franchisor will provide at least sixty (60) days' written notice before introducing or changing the Technology Fee. The Technology Fee will be invoiced monthly (or at another interval Franchisor specifies).

11.10 Franchisor has the right to adjust, for inflation, all fixed dollar amounts under this Agreement (except for the initial franchise fee and the royalty fee during the first three years of this Agreement) once a year. For the purpose of this Agreement, the term "**Index**" means the Consumer Price Index (1982-84=100; all items; CPI-U; all urban consumers) as published by the U.S. Bureau of Labor Statistics ("**BLS**"). If the BLS no longer publishes the Index, then Franchisor will have the right to designate a reasonable alternative measure of inflation to determine the Index.

ARTICLE 12 - MARKS

12.1 Franchisee acknowledges that Franchisor is the sole owner of the Marks and that Franchisee's right to use the Marks is derived solely from this Agreement and all usage thereof by Franchisee and any and all goodwill engendered or established thereby shall inure to the exclusive benefit of Franchisor. Franchisee shall not, in any way, do anything to infringe upon, harm or contest the rights of Franchisor in and to the Marks or contest their validity.

12.2 Franchisee agrees to use the Marks in full compliance with rules prescribed from time to time by Franchisor. Franchisee shall not use any of the Marks as part of any corporate name or with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos licensed to Franchisee hereunder), nor may Franchisee use the Marks in connection with the sale or any unauthorized product or service or in any other manner not explicitly authorized in writing by Franchisor.

12.3 Franchisee shall not make any alterations to the colour scheme and identification of any vehicle used in connection with the Business except in the course of repainting or repairing such vehicle. Vehicles shall at all times be painted and bear the lettering and insignia, designated from time to time by Franchisor.

12.4 During the term of this Agreement and any renewal of this Agreement, Franchisee shall identify itself (in a manner reasonably acceptable to Franchisor) as the owner of Franchise in conjunction with any use of the Marks, including, but not limited to, uses on invoices, order forms, receipts, and contracts, as well as the display of a notice in such content and form and at such conspicuous locations on vehicles and elsewhere as Franchisor may designate in writing.

12.5 With respect to any dispute involving the Marks, the parties agree that:

(a) Franchisee shall promptly notify Franchisor of any unauthorized use or suspected infringement of the Marks, any known challenge to the validity of the Marks, or any known challenge to Franchisor's ownership of, or Franchisee's right to use, the Marks licensed hereunder. Franchisee acknowledges that Franchisor shall have the sole right to direct and control any resolution of the dispute including, without limitation, an administrative proceeding, litigation involving the Marks, or settlement thereof. Franchisor shall also have

the sole right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks.

(b) Franchisor will defend at its own expense any action against Franchisee brought by a third party to the extent that the action is based upon a claim that the Marks, when used in accordance with this Agreement, infringe any U.S. trademark rights of a third party, and Franchisor will pay those costs and damages finally awarded against Franchisee in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing is conditioned on (a) Franchisee notifying Franchisor promptly in writing of such action, (b) Franchisee giving Franchisor sole control of the defense thereof and any related settlement negotiations, and (c) Franchisee cooperating and, at Franchisor's reasonable request and expense, assisting in such defense; provided that Franchisee will bear the salary costs of its employees participating in the dispute. To the extent that such action is the result of Franchisee's use of the Marks in a manner inconsistent with the terms of this Agreement, Franchisee shall reimburse Franchisor for the cost of defending such action (or, upon Franchisor's written request, pay Franchisor's legal fees directly), including without limitation attorney's fees, as well as the cost of any judgment or settlement. If any of the Marks becomes, or in Franchisor's opinion is likely to become, the subject of an infringement claim, Franchisor may, at its option and expense, either (x) procure for Franchisee the right to continue to use the Marks, (y) replace or modify such Mark so that it becomes non-infringing, or (z) cancel Franchisee's right to use such Mark. Notwithstanding the foregoing, Franchisor will have no obligation under this Section 12.5(b) or otherwise with respect to any infringement claim based upon (i) any unauthorized use or reproduction of the Marks, (ii) any use of the Marks in combination with other marks, logos, service marks not supplied by Franchisor, (iii) any use or reproduction of the Marks other than the most current Mark made available to Franchisee, or (iv) any modification of the Mark by any person other than Franchisor or its authorized agents or contractors. This Section 12.5(b) states Franchisor's entire liability, and Franchisee's sole and exclusive remedy, for infringement claims and actions involving the Marks.

12.6 If it becomes advisable at any time in the sole discretion of Franchisor for Franchisee to modify or discontinue use of any of the Marks or to use one or more additional or substitute trademarks or trade names, then Franchisee agrees to do so and the sole obligation of Franchisor in any such event shall be to reimburse Franchisee for its out-of-pocket costs of complying with this obligation. Franchisor shall have the right to participate in, and to control, any litigation or proceeding involving the Marks (including the right to compromise or settle such litigation or proceeding) to the extent Franchisor deems necessary or advisable and Franchisee agrees to fully cooperate with Franchisor and to execute and deliver to Franchisor such documents and do such things, as in the opinion of Franchisor, may be necessary.

ARTICLE 13 – INDEPENDENT CONTRACTOR, INSURANCE

13.1 The parties acknowledge and agree that:

(a) this Agreement does not create a fiduciary relationship between them;

(b) that Franchisee will be an independent contractor;

(c) Franchisee is the only party that is in day-to-day control of the Business, even though Franchisor will share the brand and Marks as specified in this Agreement, and neither this Agreement nor any of the systems, guidance, processes, or requirements under which Franchisee operates alter that basic fact;

(d) nothing in this Agreement is intended to make either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever; and

(e) neither this Agreement nor Franchisor's course of conduct is intended, nor may anything in this Agreement (nor Franchisor's course of conduct) be construed, to state or imply that Franchisor is the employer of Franchisee's employees and/or independent contractors, nor vice versa.

13.2 Franchisee shall, before commencement of operations, acquire and thereafter maintain at all times in full force and effect, insurance not less than the following coverages in the following minimum amounts:

(a) Employer's Liability and Workers' Compensation as prescribed by law; and

(b) Comprehensive general liability coverage on an occurrence basis from a reputable insurance company having assets in excess of One-half Billion Dollars ($500,000,000) or other insurer approved by Franchisor with at least a Two Million Dollar ($2,000,000) single limit coverage on the following risks:

(i) Bodily Injury to or death of one or more persons;

(ii) Damage or destruction to property of customers and others;

(iii) Public Liability;

(iv) Products liability; and

(v) Such other risks as may be required by law including, without limitation, all applicable environmental legislation for the Territory and location of Franchise; and

(c) Motor vehicle liability coverage (including a Vehicle declaration), in the amount of at least Two Million Dollars ($2,000,000), single limit on each owned, non-owned or hired vehicle used by Franchisee; and

(d) Business interruption insurance in the amounts required by Franchisor; and

(e) Such other insurance as Franchisor may require or as required by applicable law.

13.3 Franchisee hereby authorizes and permits Franchisor to administer and purchase the required minimum insurance on behalf of Franchisee should Franchisor decide to do so. Franchisor may, at its sole option but without obligation, obtain all or any part of the insurance required by Section 13.2 to be obtained by Franchisee in the name of and on behalf of Franchisee and for Franchisee's account, and Franchisee will reimburse Franchisor forthwith upon demand for all premiums and other charges paid by Franchisor with respect to any such insurance so obtained by it. If Franchisor receives notice from any insurer regarding impending cancellation or lapse of any required insurance due to the non-payment by Franchisee of any premium instalments Franchisor may, at its sole option but without obligation, pay the required premium instalments on behalf of and for the account of Franchisee, and Franchisee will reimburse Franchisor on demand for all amounts so paid, along with a reasonable fee for so doing. In the interests of greater certainty it is understood and agreed that Franchisor, by placement of the required minimum insurance, assumes no premium expenses nor guarantees any losses sustained. Franchisor may relieve itself of all obligations with respect to such administration of the required insurance

coverage by giving ten (10) days' written notice to Franchisee whereupon Franchisee shall thereafter provide, furnish and maintain all such required insurance.

13.4 All policies listed in Section 13.2 above (unless otherwise noted below) must contain such endorsements as Franchisor may periodically specify. All policies must waive subrogation as between Franchisor (and its insurance carriers) and Franchisee (and Franchisee's insurance carriers). All public liability and property damage policies must: (a) list as additional insureds, Franchisor and any other entities in which Franchisor has an interest (as well as all other entities affiliated with Franchisor), and each of those parties' respective members, managers, shareholders, directors, officers, partners, joint venturers, employees, servants, and agents, and their successors and assigns; and (b) contain a provision that Franchisor, although named as an additional insured, will nevertheless be entitled to recover under said policies on any loss occasioned to Franchisor or its agents or employees by reason of the negligence of Franchisee or Franchisee's agents or employees, including as additional insureds.

13.5 At least thirty (30) days before the time Franchisee is first required to carry any insurance under this Agreement, and from then on, at least thirty (30) days before the expiration of any such policy (and also on the first anniversary of the Effective Date, and on each subsequent anniversary of the Effective Date), Franchisee agrees to deliver to Franchisor certificates of insurance evidencing the proper coverage with limits not less than those required under this Agreement. All certificates must expressly provide that Franchisor will receive at least thirty (30) days' prior written notice if there is a material alteration to, cancellation, or non renewal of the coverages evidenced by such certificates. Additional certificates evidencing the insurance required by Section 13.2 above must name Franchisor, and each of its affiliates, directors, agents, and employees, as additional insured parties, and must expressly provide that those parties' interests will not be affected by any breach by Franchisee of any policy provisions for which such certificates evidence coverage.

13.6 Franchisee authorizes Franchisor to collect all insurance policy histories and claims history as permitted by law for the limited purposes necessary to assess the risk to Franchisor and its affiliates regarding the insurance requirements set out under this Agreement.

13.7 Notwithstanding the foregoing Sections of this Article 13, Franchisor may at its sole option require Franchisee, in lieu of placing its own insurance as aforesaid, to participate in any blanket insurance coverage maintained by Franchisor, at the sole cost and expense of Franchisee, provided that the cost of such participation to Franchisee shall be reasonably competitive with the cost to Franchisee of placing its own insurance in comparable amounts and with comparable coverage. Franchisor may require Franchisee to pay all premiums for such blanket coverage to Franchisor or to whom Franchisor may from time to time designate in writing. If such blanket coverage is not sufficient or broad enough for the purposes of Franchisee, Franchisee shall be responsible at its sole cost and expense for the placement of such additional insurance as Franchisee may desire.

13.8 If Franchisee fails to obtain any insurance policies or minimum coverages required pursuant to this Agreement, or fails to deliver to Franchisor any required certificates or notices regarding insurance under, or otherwise fails to comply with the terms of, Sections 13.4-13.6 above, then upon delivery of written notice to Franchisee of such failure, and notwithstanding all other remedies available to Franchisor pursuant to this Agreement (including those under Section 14 below), Franchisor reserves the right, upon notice to Franchisee and for so long as such failure remains uncured, to: (a) terminate Franchisee's access to Franchisor's operating system (currently, "Bin Tracker"), and (b) charge Franchisee a fee in the amount of One Hundred Dollars ($100) for each day such failure remains uncured.

ARTICLE 14 - DEFAULT

14.1 Franchisee shall be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to Franchisee, if Franchisee shall become insolvent or makes a general assignment for the benefit of creditors; or if Franchisee is adjudicated insolvent; or if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee; or if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless unappealed or a supersedeas bond is filed); or if Franchisee is dissolved; or if execution is levied against Franchisee's business or property; or if suit to foreclose any lien or mortgage against Franchise premises or equipment is instituted against Franchisee and not dismissed within thirty (30) days; or if the real or personal property of Franchisee's Business shall be sold after levy thereupon by any sheriff, marshal, or constable.

14.2 Franchisee shall be deemed to be in default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon the delivery of written notice to Franchisee by Franchisor (in the manner set forth under Section 18.2 below), upon the occurrence of any of the following events:

(a) If Franchisee does not successfully complete its initial training, or if Franchisor in its reasonable opinion determines that Franchisee cannot successfully complete such training within a reasonable time period;

(b) If Franchisee shall make or cause to be made a disclosure of any portion of the System in violation of Section 4.4 hereof, or shall make or cause to be made an unauthorized disclosure of any part of the Manual;

(c) If Franchisee shall knowingly use or sell vehicles, products, equipment, supplies and materials other than those designated by Franchisor or which fail to conform to Franchisor's specifications for those vehicles and products or if Franchisee shall fail to sell or use products or vehicles designated by Franchisor;

(d) If Franchisee knowingly denies Franchisor or its representatives the right to inspect the Business at all reasonable times;

(e) If Franchisee fails to pay to Franchisor or any of its affiliates when due any amount owing to Franchisor or any of its affiliates and continues in such default for more than five (5) days;

(f) If Franchisee engages in any conduct or practice that, in the reasonable opinion of Franchisor, reflects unfavourably upon or is detrimental or harmful to the Marks, the System, to the good name, goodwill or reputation of Franchisor or to the Business, reputation or goodwill of any of System Franchisees and Franchisee fails to cease such conduct or practice within five (5) days of receipt of notice from Franchisor.

(g) If Franchisee has received from Franchisor during any consecutive eight (8) month period three (3) or more notices relating to a default hereunder (whether such notices relate to the same or different defaults and whether or not such defaults have been remedied by Franchisee);

(h) If Franchisee abandons its franchise or the Business is not operated continuously, or operated outside the Territory or in violation of any applicable law;

(i) If Franchisee, in the opinion of Franchisor, made a material misrepresentation in its franchise application;

(j) If Franchisee or any of its Principals are charged with and/or convicted of a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith, or Franchisor's interest therein;

(k) If Franchisee makes an unauthorized transfer of the Franchise;

(l) If the deceased/disabled owner's interest in the Franchise is not transferred to an acceptable transferee within required time limit as required by this Agreement;

(m) If Franchisee is late three (3) times in making any of its payments to Franchisor as required by this Agreement;

(n) If Franchisee fails to have the Franchise open and operational within ninety (90) days following the date of this Agreement; and/or

(o) If Franchisee fails to comply with the requirements of Section 8 above.

14.3 Except as otherwise provided in Sections 14.1 and 14.2 above, upon any other default by Franchisee of its obligations hereunder, Franchisor may terminate this Agreement only by giving written notice of termination (in the manner set forth under Section 18.2 below) setting forth the nature of such default to Franchisee at least thirty (30) days prior to the effective date of termination; provided, however, that Franchisee may avoid termination by immediately initiating a remedy to cure such default, curing it to Franchisor's satisfaction, and by promptly providing proof thereof to Franchisor, all within the thirty (30) day period. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to Franchisee effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require.

14.4 Notwithstanding anything contained herein to the contrary, if Franchisor terminates this Agreement pursuant to Subsection 14.2 (a), then Franchisor, Franchisee and the Principals shall each execute and deliver to Franchisor such releases as may be required to fully rescind all agreements between them in respect of the License herein granted, except for the provisions of Article 8 of this Agreement, and Franchisee shall promptly return to Franchisor the Manual and other documents, including any and all copies thereof, furnished to or otherwise obtained by Franchisee in connection with the License herein granted. Upon compliance with the foregoing, Franchisor shall refund to Franchisee all amounts paid to Franchisor hereunder, less the sum of Five Thousand Dollars ($5,000) in reimbursement of expenses incurred by Franchisor pursuant to this Agreement, including legal fees.

ARTICLE 15 - EFFECT OF TERMINATION

15.1 Upon termination or expiration of this Agreement, Franchisee shall, within seven (7) days after the effective date of termination, or expiration, pay:

(a) to Franchisor such royalties, advertising fees, amounts owed for merchandise and supplies purchased from Franchisor or its subsidiaries or affiliated companies, and amounts owed in respect of advances made from time to time by

Franchisor on behalf of Franchisee pursuant to Section 7.3 above or otherwise to satisfy the claims of trade creditors of the Business;

(b) to all trade creditors of the Business such monetary obligations and amounts owed for inventory, vehicles, supplies, furniture, fixtures, equipment and otherwise purchased or leased from such trade creditors; and

(c) such other charges as have or will thereafter become due either hereunder or in pursuance of arrangements made with such trade creditors and which are then unpaid.

15.2 Franchisee further agrees that immediately upon termination or expiration of this Agreement, it will:

(a) cease operating the Business and using the Marks;

(b) as to property of Franchisee, obscure the Marks from the possibility of public view or, at the option of Franchisor, surrender to Franchisor or destroy all materials bearing the Marks;

(c) return all copies of the Manual, all confidential information, training aids, any other loaned material, business records, software, brochures and all current customer lists to Franchisor;

(d) take such action as may be required to cancel all assumed name or equivalent registrations relating to the use of the Marks and to notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone number and any classified and other directory listings associated with the Marks or with the Business and to authorize transfer of same to and vesting in Franchisor or its designee as Franchisor may direct in writing. To facilitate the completion of any such transfer, Franchisee further agrees that upon the request of Franchisor, Franchisee shall pay to the telephone company and directory publisher all charges and other amounts which may be payable in connection with the telephone numbers being so transferred up to and including the date of transfer. Franchisee agrees to reimburse Franchisor upon demand for all amounts paid by Franchisor on account of any such charges as a result of Franchisee's failure to pay same, together with interest thereon as provided in this Agreement for overdue amounts. Upon request of Franchisor at any time during the term of this Agreement, Franchisee shall execute and deliver to Franchisor such form of telephone number transfer as Franchisor may require to be held for use in accordance with the provisions of this Section 15.2(d).

(e) if it retains possession of the Vehicles and/or any equipment used in the Business, at its expense, make such reasonable modifications in the exterior decor and trade dress thereof as Franchisor deems necessary (including changing the colors of such Vehicles and equipment to the extent and in the manner Franchisor deems necessary) to minimize its identification as a licensee of Franchisor. If Franchisee fails to comply with this obligation, Franchisor and its representatives shall have the right to enter upon the premises where the vehicle(s) is/are and make such modifications thereto at Franchisee's expense without thereby being regarded as committing any trespass or other illegal act and neither Franchisor nor any other person purporting in good faith to act in accordance with the authority granted by this Section 15.1(e) shall be liable in any manner to Franchisee for so doing.

(f) not directly or indirectly in any manner identify itself, the premises which were occupied by the Business or any other premises, business or vehicles as a franchisee of or otherwise associated with Franchisor or use in any manner or for any purpose any Marks or other indicia of Franchisor.

15.3 Upon termination or expiration of this Agreement, Franchisor shall have the option, exercisable for thirty (30) days, to purchase from Franchisee at fair market value all approved fixtures, vehicles, equipment (including bins) and signs in good repair and working order and all approved and usable supplies and materials and saleable merchandise used in the operation of the Business. For the purposes of this Section, the fair market value of inventory and supplies shall be the lower of cost (determined on a first-in, first-out basis) and net realizable wholesale value. The purchase price for any assets being purchased hereunder shall not contain any factor or increment for goodwill and other intangibles. Franchisor may exclude from the assets purchased under this Section any items which, in the reasonable opinion of Franchisor are obsolete, damaged or otherwise not in marketable or useable condition. If Franchisor and Franchisee cannot agree upon the fair market value of such assets within a period of ten (10) days following the exercise of such option by Franchisor, then an independent appraiser shall be designated by Franchisor to do so and his determination shall be binding on Franchisor and Franchisee, and no appeal shall lie therefrom. If Franchisor elects to exercise its option to purchase assets hereunder, it shall be entitled to set-off against the purchase price all amounts due from Franchisee under this or any other agreement with Franchisee, together with the costs of appraisal of the assets. If Franchisor exercises its option to purchase assets, the transaction of purchase and sale shall be closed on a date to be determined by Franchisor, within five (5) days of the date that the purchase price for the assets is finally determined. The transaction of purchase and sale shall be completed in accordance with all applicable bulk sales legislation (in such manner as will entitle Franchisor to pay the full purchase price directly to Franchisee to the exclusion of other persons) and Franchisee shall deliver against payment of the purchase price for the assets a bill of sale with the usual covenants as to title together with such other documents as may be necessary or desirable in the reasonable opinion of Franchisor to complete the transaction of purchase and sale.

15.4 If Franchisor terminates this Agreement based on Franchisee's default under this Agreement, then, in addition to all other amounts due to Franchisor under this Agreement, Franchisee agrees to pay to Franchisor, as liquidated damages, an amount equal to the royalties Franchisee would have paid to Franchisor for the lesser of thirty six (36) months following termination, or the number of months remaining in the then-current term of this Agreement. If, pursuant to Section 11.2 of this Agreement, Franchisor in the future implements royalties based on the gross sales of the Business, the amount of liquidated damages payable will be calculated as follows (a) the average of Franchisee's monthly royalties that are due under this Agreement for the twelve (12) months immediately before the delivery of the notice of default (or, if Franchisee has been operating for less than twelve (12) months, the average of Franchisee's royalties for the number of months Franchisee has operated the Business); and (b) multiplied by the lesser of 36 or the number of months remaining in the then-current term of this Agreement.

ARTICLE 16 - ASSIGNMENT

16.1 This Agreement is fully assignable by Franchisor without Franchisee's consent and shall inure to the benefit of any assignee or other legal successor to the interests of Franchisor herein.

16.2 This Agreement and Franchise granted hereby are personal to Franchisee and neither this Agreement, any part of the ownership of Franchisee (which shall mean and include shares of Franchisee, securities convertible thereto, and proprietorship and partnership interests) nor any fixture, equipment, vehicle, sign or other asset of the Business may be voluntarily, involuntarily, directly or indirectly assigned or otherwise transferred, pledged, mortgaged or otherwise encumbered, whether by operation of law, by bequest, inheritance or transfer in trust, or by any

other means whatsoever (a "**Transfer**") by Franchisee or a Principal (excluding only the sale of merchandise in the ordinary course of business) without the prior written approval of Franchisor, and any such Transfer without such approval shall constitute a breach hereof. This Agreement does not give Franchisee the right to grant a sub-franchise or any similar right.

16.3 In determining whether to grant or to withhold consent to a Transfer, Franchisor may consider in relation to each prospective transferee, by way of illustration and not limitation, the following:

(a) work experience and aptitude;

(b) financial background and standing, both with respect to the magnitude of the proposed purchase price for the Business relative to the prospective transferee's apparent ability to maintain adequate working capital therein and otherwise;

(c) the character of the prospective transferee;

(d) ability to properly manage the Business and to personally devote full time and best efforts to managing the Business;

(e) residence in the locality of the Business;

(f) equity interest in the Business;

(g) conflicting interests; and

(h) such other criteria and conditions as Franchisor shall at such time, apply in the case of an application for a new franchise to operate a Business.

16.4 Franchisor's consent to a Transfer shall also be conditional upon:

(a) Franchisee not being in default under this Agreement;

(b) Franchisee and Principals executing and delivering to Franchisor on or before completion of the Transfer:

(i) a general release of any claims they may have against the Franchisor, its affiliates and their officers, directors, agents and employees of Franchisor;

(ii) a non-competition covenant made in favour of the proposed transferee as well as Franchisor; and

(iii) a subordination and postponement agreement of any and all claims by Franchisee against the transferee in favour of any and all royalty payment and other obligations of the transferee, both present and future, in favour of Franchisor;

all in form and terms contemplated by other provisions of this Agreement or, failing same, as prescribed by Franchisor;

(c) satisfactory completion by the proposed transferee of Franchisor's training requirements;

(d) compliance with any applicable bulk sales legislation; and

(e) the transferee and all persons having any direct or indirect interest in the transferee signing an agreement in form and substance satisfactory to Franchisor, by which they personally assume full and unconditional liability for and agree to perform from the date of such transfer, all obligations, covenants and agreements contained in this Agreement to the same extent as if they had been original parties to this Agreement.

Upon each Transfer of this Agreement to any person or persons under the terms and conditions of this Article, the royalties and advertising contributions owing to Franchisor after the date of such Transfer shall automatically be adjusted to the then prevailing royalties and advertising contributions required under new Franchises granted by Franchisor for similar businesses at the time of such Transfer.

16.5 A Transfer shall not be completed unless and until Franchisee shall have settled all outstanding accounts with Franchisor and all trade creditors of the Business, and Franchisee shall have paid to Franchisor a transfer fee to offset, among other things, the cost of training the purchaser and such other expenses attendant upon such Transfer, in an amount equal to the greater of: (a) Fourteen Thousand Five Hundred Dollars ($14,500), or (b) six percent (6%) of the total value of the Transfer transaction.

16.6 Without in any way derogating from Franchisor's right to reject a proposed Transfer pursuant to this Article, if at any time or times during the term of this Agreement, Franchisee or a Principal obtains a bona fide arm's length offer (the "**Offer**") to acquire the whole or any part of its or his interest in this Agreement, the property and assets used in connection with the Business or any ownership interest in Franchisee, which Franchisee or Principal wishes to accept, then Franchisee shall promptly give written notice thereof to Franchisor, together with a true copy of the Offer. Upon receipt of such notice and true copy of Offer, Franchisor shall have the option of purchasing the property forming the subject matter thereof upon the same terms and conditions as those set out in the Offer, except that there shall be deducted from the purchase price the amount of any commission or fee that would otherwise have been payable to any broker, agent or other intermediary in connection with the sale of such property to the offeree, and Franchisor shall have the right to substitute the cash equivalent of any other form of consideration specified in the Offer and shall have the further right to pay the entire purchase price in full at closing. Franchisor may exercise its option at any time within thirty (30) days after receipt of the said notice and true copy of Offer by giving written notice to that effect to Franchisee or Principal (as the cast may be). If Franchisor declines to exercise such option and if such transfer is otherwise approved by Franchisor, then Franchisee or Principal may complete the transfer to the third party purchaser in accordance with the terms of the Offer and in accordance with the terms of this Article. Notwithstanding the terms of the Offer, such transaction must be completed within thirty (30) days of the date on which Franchisor notifies Franchisee or Principals of its approval of such transaction. If the transaction is not completed within such period, then the foregoing provisions of this Section shall apply again in respect of the proposed transfer and so on from time to time.

16.7 Upon the death or permanent disability of a shareholder of Franchisee during the term of this Agreement, s/he or her/his estate shall within ninety (90) days thereafter sell to the remaining shareholders all of his shares in the capital of Franchisee, for such price and upon such other terms and conditions as may be agreed upon by the vendor and the purchaser; provided that such transfer of shares shall be subject to Franchisor's written consent in accordance with the foregoing provisions, conditions and restrictions of this Article regarding *inter vivos* transfers. Upon the death or permanent disability of the last of the shareholders of Franchisee during the term of this Agreement, Franchisee shall within (90) days thereafter assign all of its right, title and interest in and to this Agreement and the property and assets used in connection with the Business to another person acceptable to Franchisor, in accordance with the foregoing provisions, conditions and restrictions of this Article regarding inter vivos transfers. If the disposition of any shares or assets as aforesaid has not taken place within ninety (90) days as required by the foregoing provisions of this Article, then Franchisor shall thereafter have the

continuing option, exercisable upon ten (10) days' notice in writing to Franchisee, of terminating this Agreement, in which event the provisions of Article 15 shall apply. Alternatively, Franchisor shall have the option to manage the Business, and to charge Franchisee's estate or representative a reasonable management fee for so doing, until such time that it is transferred or this Agreement is otherwise terminated in accordance with this Agreement. For the purposes of this Section, a shareholder shall be deemed to be permanently disabled if his normal participation in the Business is for any reason curtailed by reason of mental or physical disability for a cumulative period of ninety (90) days in any consecutive period of twelve (12) months during the term of this Agreement.

16.8 All materials for an offering of stock, ownership, partnership, and/or other securities or interests in Franchisee (or any of Franchisee's affiliates) and that are required by federal or state law must first be submitted to Franchisor for its review (as described below) before such materials are filed with any government agency or used. Any materials to be used in any exempt offering must be submitted to Franchisor for its review (as described below) before their use.

(a) Franchisee agrees that: (a) no offering by Franchisee or any of its affiliates may imply (by use of the Proprietary Marks or otherwise) that Franchisor is participating in an underwriting, issuance, or offering of Franchisee's securities or its affiliates; (b) Franchisor's review of any offering will be limited solely to the relationship between Franchisee and Franchisor (and, if applicable, any of Franchisee's affiliates and Franchisor); and (c) Franchisor will have the right, but not the obligation, to require that the offering materials contain a written statement that Franchisor requires concerning the limitations stated above.

(b) Franchisee (and the offeror if Franchisee is not the offering party), Franchisee's principals, and all other participants in the offering must fully indemnify Franchisor, its parent, subsidiaries, affiliates and their respective shareholders, officers, directors, agents and employees harmless in connection with the offering.

(c) For each proposed offering, Franchisee agrees to pay Franchisor a non-refundable fee of Five Thousand Dollars ($5,000) or such greater amount as is necessary to reimburse Franchisor for its reasonable costs and expenses (including legal and accounting fees) for reviewing the proposed offering.

(d) Franchisee agrees to give Franchisor written notice at least thirty (30) days before the date that any offering or other transaction described in this Section 16.8 commences. Any such offering will be subject to all of the other provisions of this Section 16; and further, without limiting the foregoing, it is agreed that any such offering will be subject to Franchisor's approval as to the structure and voting control of the offeror (and Franchisee, if Franchisee is not the offeror) after the financing is completed. To the extent that the offering materials include reference to the Business, Franchisee agrees to incorporate in its offering materials the changes to those materials that Franchisor may reasonably require.

(e) Franchisee must also, for the remainder of the term of the Agreement, submit to Franchisor for Franchisor's review and prior written approval all additional securities documents Franchisee is required to prepare and file (or use) in connection with any offering of stock, ownership, and/or partnership interests. Franchisee must reimburse Franchisor for Franchisor's reasonable costs and expenses Franchisor incurs in connection with the review of those materials.

16.9 No interest in the subject matter of any Transfer referred to in this Article may be retained by the vendor as security for the payment of any obligations that may arise as a result of such transfer.

ARTICLE 17 - GUARANTY

17.1 If Franchisee is a corporation, limited liability company, partnership, limited liability partnership, or other form of entity, then each principal of Franchisee ("**Principal**"), and the interest of each Principal in Franchisee, shall be identified in Exhibit D hereto. Franchisee represents and warrants that its owners are as set forth on Exhibit D attached to this Agreement, and covenants that it will not permit the identity of such owners, or their respective interests in Franchisee, to change without complying with this Agreement. Franchisor shall have the right to designate any person or entity which owns a direct or indirect interest in Franchisee as a Principal, and Exhibit D shall be so amended automatically upon notice thereof to Franchisee.

17.2 Each present and future Principal (including but not limited to shareholders of a corporate Franchisee, members member of a limited liability company Franchisee, partners in a partnership or a limited liability partnership Franchisee) shall jointly and severally guarantee Franchisee's performance of each and every provision of this Agreement by executing the Guarantee in the form attached to this Agreement as Exhibit E, provided, however, that no Guarantee shall be required from a person who acquires Franchisee's securities (other than a controlling interest) if and after Franchisee becomes registered under the Securities Exchange Act of 1934.

ARTICLE 18 - GENERAL CONTRACT PROVISIONS

18.1 No waiver by Franchisor of any default in performance on the part of Franchisee, or a like waiver by Franchisor of any breach or a series of breaches, shall constitute a waiver of any subsequent breach or default or a waiver of the terms of this Agreement.

18.2 Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by registered mail, or by other means which affords the sender evidence of delivery, or of rejected delivery, to the respective parties at the addresses shown on the signature page of this Agreement, unless and until a different address has been designated by written notice to the other party. Any notice by a means which affords the sender evidence of delivery, or rejected delivery, shall be deemed to have been given at the date and time of receipt or rejected delivery.

18.3 Indemnification.

(a) Franchisee agrees to indemnify, defend, and hold each of the Franchisor Parties against any and all Expenses arising directly or indirectly from any Claim, as well as from any claimed breach by Franchisee of this Agreement. Franchisee's indemnity obligations shall: (a) survive the expiration or termination of this Agreement, and shall not be affected by any insurance coverage that Franchisee and/or any Franchisor Party may maintain; and (b) exclude any Claim and/or Expense that a court with competent jurisdiction determines was caused solely by a Franchisor Party's gross negligence and/or willful misconduct. Franchisee's indemnity obligations under this Section 18.3 include those arising under Sections 12.5(f) and 16.8(b) of this Agreement.

(b) Franchisor will give Franchisee notice of any Claim and/or Expense for which the Franchisor Parties intend to seek indemnification; however, if Franchisor does not give that notice, it will not relieve Franchisee of any obligation (except to the extent of any actual prejudice to Franchisee). Franchisee will have the opportunity to assume the defense of the Claim, at Franchisee's expense and through legal counsel reasonably acceptable to Franchisor, provided that in Franchisor's judgment, Franchisee proceeds in good faith, expeditiously, and diligently, and that the defense Franchisee undertakes does not jeopardize any defenses of the Franchisor Parties. Franchisor shall have the right: (a) to

participate in any defense that Franchisee undertakes with counsel of Franchisor's own choosing, at Franchisor's expense; and (b) to undertake, direct, and control the defense and settlement of the Claim (at Franchisee's expense) if in Franchisor's sole judgment Franchisee fails to properly and competently assume defense of the Claim within a reasonable time and/or if, in Franchisor's sole judgment, there would be a conflict of interest between Franchisee's interest and that of any Franchisor Party.

(c) As used in this Section 18.3, the parties agree that the following terms will have the following meanings:

(i) "**Claim**" means any allegation, cause of action, and or complaint asserted by a third party that is the result of, or in connection with, Franchisee's exercise of Franchisee's rights and/or carrying out of Franchisee's obligations under this Agreement (including any claim associated with Franchisee's operation of the Business, sale of Services, events occurring at the Business, data theft or other data-related event, or otherwise, whether asserted by a customer, vendor, employee, or otherwise), and/or any default by Franchisee under this Agreement (including all claims, demands, causes of action, suits, damages, settlement costs, liabilities, fines, penalties, assessments, judgments, losses, and Expenses).

(ii) "**Expenses**" includes interest charges; fees for accountants, attorneys and their staff, arbitrators, and expert witnesses; costs of investigation and proof of facts; court costs; travel and living expenses; and other costs and expenses associated with litigation, investigative hearings, or alternative dispute resolution, whether or not a proceeding is formally commenced.

(iii) "**Franchisor Parties**" means Franchisor and its shareholders, parents, subsidiaries, and affiliates, and their respective officers, directors, members, managers, agents, and employees.

(d) Franchisor agrees to indemnify Franchisee with respect to Franchisee's use of the Marks as provided in Section 12.5(f) above.

18.4 All references in this Agreement to the singular shall include the plural where applicable and all references to the masculine shall include the feminine and vice-versa. Either reference shall include the neuter. As used in this Agreement, "person" includes an individual, a trust, a partnership, a body corporate and politic, an association and any other incorporated or unincorporated organization or entity. If for any reason any part of this Agreement shall be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated. In the event that any material provision of this Agreement shall be stricken or declared invalid as aforesaid, Franchisor reserves the right to terminate this Agreement. All references to the phrase "including" in this Agreement are agreed to mean "including but not limited to" unless otherwise indicated.

18.5 This Agreement (including any schedules and appendices hereto) constitutes the entire agreement between the parties hereto and supersedes any and all other prior or contemporaneous agreements, either oral or in writing, made between them with respect to the subject matter hereof. No interpretation, change, termination or waiver of any of the provisions hereof shall be binding upon Franchisor or Franchisee unless in writing signed by an officer of Franchisor. No modification, waiver, termination, rescission, discharge or cancellation of this agreement shall affect the right of any party to enforce any claim or right hereunder, whether or

not liquidated, which accrued prior to the date of such modification, waiver, termination, rescission, discharge or cancellation. Notwithstanding the foregoing, Franchisor may amend the System or the Manual from time to time as provided in this Agreement. Nothing in this Agreement or in any related agreement is intended, however, to disclaim the representations we made in the franchise disclosure document that we furnished to you.

18.6 This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties.

18.7 The parties hereto shall execute such other and further documents and assurances or cause same to be executed and delivered in order to give full effect to the provisions of this Agreement.

18.8 The parties agree that the State of New York has a deep and well developed history of business decisional law. For this reason, the parties agree that all relations between Franchisor and Franchisee, and any and all disputes between Franchisor and Franchisee, whether sounding in contract, tort, or otherwise, are to be exclusively construed in accordance with and/or governed by the laws of the State of New York (without reference to and without applying New York (or any other) choice of law conflicts of law principles) (except to the extent governed by the US Trademark Act of 1946; 15 U.S.C. § 1050, et seq., as amended). If, however, any provision of this Agreement would not be enforceable under the laws of New York, and if the Business is located outside of New York and the provision would be enforceable under the laws of the state in which the Business is located, then the provision in question (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Section 18.8 is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant," unfair competition, fiduciary or any other doctrine of law of the State of New York or any other state which would not otherwise apply absent this Section 18.8.

18.9 Except as otherwise provided in Section 18.12 below, the parties agree that no civil action, lawsuit, or other dispute will be commenced in a court of law until the matter has been submitted to non-binding mediation conducted by the JAMS Alternative Dispute Resolution Center in accordance with JAMS' then-current rules for mediation of commercial disputes. Both parties agree to cooperate in connection with any such mediation, and understand that they will be required to sign a confidentiality agreement before participating in any mediation proceeding. The mediation will take place at JAMS offices in or nearest to Washington, DC (unless we mutually in writing agree to mediate elsewhere). Once either party has submitted a dispute to mediation, the obligation to attend will be binding on both parties. Each party will bear its own costs with respect to the mediation. The fee for the mediation, however, will be split equally.

18.10 Franchisee and its owners must file any suit against Franchisor, and Franchisor may file any suit against Franchisee, only in the federal or state court with jurisdiction over New York County, New York. The parties waive all questions of personal jurisdiction and venue for the purpose of carrying out this provision.

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

18.12 Nothing herein contained shall bar the right of Franchisor or Franchisee to obtain injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions (and Franchisee agrees to waive any requirement that Franchisor must post a bond before obtaining any such injunction).

18.13 **Franchisor and Franchisee irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either of them against the other, whether or not there are other parties in such action or proceeding.**

18.14 **Any and all claims and actions arising out of or relating to this Agreement, the relationship of Franchisee and Franchisor, or Franchisee's operation of Franchise, brought by any party hereto against the other, shall be commenced within one (1) year from the occurrence of the facts giving rise to such claim or action, or, it is expressly acknowledged and agreed by all parties, such claim or action shall be irrevocably barred; provided, however, that the parties agree that this Section 18.14 shall not apply to a claim by Franchisor or Franchisee seeking indemnification under this Agreement.**

18.15 **Franchisor and Franchisee hereby waive to the fullest extent permitted by law any right to or claim of any punitive or exemplary damages against the other, and agree that in the event of a dispute between them each shall be limited to the recovery of any actual damages sustained by it.**

18.16 **All actions, lawsuits, and/or claims shall be conducted on an individual basis, and not as part of a consolidated, common, or class action.**

18.17 Franchisee shall pay to Franchisor all damages, costs and expenses (including without limitation reasonable attorneys' fees) that Franchisor incurs in: (a) obtaining injunctive or other relief for the enforcement of any provisions of this Agreement (including without limitation Article 8 above); and/or (b) successfully defending a claim that Franchisor defrauded Franchisee into signing this Agreement, that the provisions of this Agreement are not fair, were not properly entered into, and/or that the terms of this Agreement do not govern the parties' relationship.

18.18 Although Franchisor may exercise any of its rights, carry out any of its obligations, or otherwise discharge any of its duties under this Agreement directly, through the use of employees, independent contractors, professional advisors (for example, a CPA), or otherwise, Franchisor will still remain responsible for the proper performance of its obligations to Franchisee under this Agreement. Franchisee agrees that in any instance in which Franchisor has a right as set out in this Agreement, Franchisor may exercise that right (unless otherwise provided) once and/or at any additional times that Franchisor deems it appropriate to do so.

18.19 Time shall be of the essence of this Agreement and of every part hereof.

ARTICLE 19 - ACKNOWLEDGEMENT

19.1 The parties acknowledge that Franchisor shall have the right to retain for itself the full benefit of any volume rebate, Allowance, discount, advertising allowance or other concession received by Franchisor from any supplier of goods, vehicles, products and services to Franchisee or to any other licensee of the System as a result of any purchase of goods, vehicles, products or services by Franchisee or such other licensee without any obligation to disclose or account therefor to Franchisee, but Franchisor may, in its sole and unfettered discretion, make available any part or all of any such volume rebate, discount, Allowance or other concession for distribution to or apportionment among any group or all of System Franchisees as it may deem fit, acting reasonably.

19.2 Franchisee acknowledges and agrees to all of the following:

(a) Franchisor will collect financial, personal, and other information from Franchisee and the Principals ("**Information**") in several ways, such as through application forms, surveys, inspection reports, emails, communications between Franchisee and Franchisor, from information submitted by Franchisee to Franchisor and from information collected by Franchisor from references, search agencies, financial institutions, credit reporting agencies and other sources.

(b) Any Information collected by Franchisor will be used by Franchisor to provide services under this Agreement and other agreements, to protect the Confidential Information, and to ensure Franchisee complies with this Agreement and other applicable agreements and laws. Franchisee also acknowledges that the Information may be distributed to third parties including landlords, financial institutions, financial and legal advisors and government licensing bodies for any of the same purposes.

(c) Franchisor may collect, use, and disclose the Information at any times during the term or exercised renewal term for any of the above purposes set-out in this Section 19.2.

19.3 Franchisee acknowledges each and all of the following:

(a) Franchisee has received the Franchise Disclosure Document that is required under the Federal Trade Commission Franchise Rule at least fourteen (14) calendar days before this Agreement was signed and before monies were paid to Franchisor and its affiliates;

(b) Neither the Franchisor nor anyone speaking for the Franchisor has made any representation as to the future profitability of the Business;

(c) Franchisee has received a copy of this Agreement, and has read and understood this Agreement the exhibits to this Agreement;

(d) Franchisee received a copy of this Agreement with all of the blank lines therein filled in before the date on which this Agreement was executed; and with ample time within which to review the Agreement and to consult with advisors of Franchisee's own choosing (such as an accountant and an attorney) about the potential benefits and risks of entering into this Agreement;

(e) Before signing this Agreement, Franchisee has had ample opportunity to independently investigate all representations made by Franchisor relating to the System;

(f) This Agreement supersedes and replaces any and all other agreements, representations, respecting the Business and contains all the terms, conditions and obligations of the parties with respect to the grant of this Agreement; and

(g) Franchisor and/or its affiliates are the sole owners of the Marks, trade names, and all goodwill associated therewith, and Franchisee acquires no right, title or interest in the Marks, trade names and goodwill other than in the right to use them only in the manner and to the extent prescribed and approved by Franchisor.

IN WITNESS WHEREOF, intending to be legally bound by this Agreement, the parties hereto have duly signed and delivered to one another on the Effective Date.

Bin There USA, LLC Franchisor	_____ Franchisee Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Address for Notices:	Address for Notices:
Bin There USA, LLC 2010 Winston Park Drive, Suite 300 Oakville, Ontario, L6H 5R7 Canada Telephone: (905) 582-1234 Fax: (905) 823-4594 Attn: President	_____ _____ Telephone:_____ Fax:_____ Attn:_____

EXHIBIT A

INITIAL FRANCHISE FEE
SECTION 11.1

The initial franchise fee due under Section 11.1, using the formula specified in Section 11.1 of this Franchise Agreement, is agreed to be US$_____.

TERRITORY
SECTION 1.1(a)

The boundaries of the "Territory" as specified in Section 1.1(a) shall be:

On the **North** side	
On the **East** side	
On the **South** side	
On the **West** side	

_____ Initialled _____
Franchisee Franchisor

EXHIBIT B

GENERAL SECURITY AGREEMENT

TO : THAT FRANCHISE INC. AND ANY SUBSIDIARY OR AFFILIATE THEREOF (collectively hereinafter called the “Secured Party”)

GRANTED BY : (hereinafter called the “Undersigned”)

1. The Undersigned hereby grants to the Secured Party a security interest in the property and proceeds thereof of the assets of the Undersigned used in connection with the operation of the Undersigned’s Franchise (as such term is defined in a Franchise Agreement between the Secured Party and the Undersigned, inter alia of even date) (the “Franchise Agreement”), including, without limitation, the equipment, motor vehicles, inventory and accounts receivables of the Undersigned in connection with Franchise and the proceeds thereof (collectively the "Collateral").

2. The secured interest herein secures payment of the following (the "Obligations"):

(a) as security for the timely payment of any and all indebtedness, including interest and financing charges, owing by the Undersigned to the Secured Party or any affiliate thereof, whether such indebtedness is now existing or hereafter incurred, including any extensions or renewals thereof, and

(b) as security for the timely observance and performance of all covenants and obligations of the Debtor under Franchise Agreement, the Lease (as such term is defined in Franchise Agreement) and any other agreement now existing or hereafter entered into between the Undersigned and the Secured Party or any affiliate thereof.

3. REPRESENTATIONS AND WARRANTIES

The Undersigned represents and warrants as follows:

(a) the Undersigned is, or is to become, the beneficial owner of the Collateral;

(b) the Undersigned has, or will have when the Collateral is acquired, the right to create mortgages and charges of, and grant a security interest in, the Collateral in favour of the Secured Party;

(c) the Collateral is, or will be when acquired, free and clear of all security interests, mortgages, hypothecs, charges, liens, encumbrances, taxes and assessments; and

(d) this Agreement constitutes a legal, valid and binding obligation of the Undersigned;

4. COVENANTS

The Undersigned hereby agrees that:

(a) **Maintain, Use, etc.** - the Undersigned shall diligently maintain, use and operate the Collateral and shall carry on and conduct its business in a proper and efficient manner so as to preserve and protect the Collateral;

(b) **Insurance** - the Undersigned shall keep the Collateral properly insured against loss or damage by fire or other hazards;

(c) **Rent, Taxes, Etc.** - the Undersigned shall pay all rents, taxes, rates, levies, assessments and government fees or dues lawfully levied, assessed or imposed in respect of the Collateral or any part thereof as and when the same shall become due and payable;

(d) **Observe Law** - the Undersigned shall duly observe and conform to all valid requirements of any governmental authority relative to any of the Collateral and all covenants, terms and conditions upon or under which the Collateral is held;

(e) **Information** - the Undersigned shall furnish to the Secured Party such information with respect to the Collateral and the insurance thereon as the Secured Party may from time to time require;

(f) **Defend Title** - the Undersigned shall defend the title to the Collateral against all persons and shall, upon request by the Secured Party execute any written instruments or do any other acts necessary to make effective the purposes and provisions of this Agreement; and

(g) **Disposition of Collateral** - the Undersigned shall not sell, exchange, assign or lease or otherwise dispose of the Collateral or any interest therein and shall not remove it from the address set out at the end of this agreement without the prior written consent of the Secured Party, other than in the ordinary course of business of the Undersigned;

(h) **Reimbursement** - all costs and expenses (including legal fees on a solicitor and his own client basis) incurred by the Secured Party in enforcing the remedies provided herein, or by reason of non-payment of the Obligations shall be added to and become part of the Obligations and shall be payable on demand.

5. **EVENTS OF DEFAULT**

At the option and upon the declaration of the Secured Party, the Obligations shall immediately become due and payable in full upon the happening of any of the following events:

(a) if the Undersigned shall fail to pay the Obligations when they are due or shall breach any covenant in this Agreement;

(b) if any of the representations and warranties herein is or becomes incorrect in any respect at any time;

(c) if the Undersigned ceases or threatens to cease to carry on its business, commits an act of bankruptcy, becomes insolvent, makes an assignment or bulk sale of its assets, or proposes a compromise or arrangement to its creditors;

(d) if a receiver, administrator or manager of the Undersigned's property, assets or undertaking is appointed or if any proceeding is taken with respect to a compromise or arrangement, or to have the Undersigned or of the Obligations declared bankrupt or to have a receiver appointed in respect of the Undersigned any part of the Collateral or if any encumbrancer takes possession of any part thereof;

(e) if any execution, or any other process of any court becomes enforceable against the Undersigned or if any distress or analogous process is levied upon the Collateral or any part thereof;

6. REMEDIES

Upon any such default described in paragraph 5 above, the Obligations shall be due and payable forthwith and the Secured Party shall thereupon have the rights and remedies of a Secured Party

under the applicable provisions of the Uniform Commercial Code. The Secured Party may also take proceedings in any court of competent jurisdiction for the amount owing by the Undersigned to the Secured party; and exercise any and/or all other rights the Secured Party may have with respect to the Debtor and the Collateral.

7. MISCELLANEOUS

The Undersigned and the Secured Party further agree that:

(a) all proceeds of the Collateral shall be held in trust by the Undersigned for the Secured Party;

(b) the provisions of this agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties;

(c) if more than one person executes this Agreement as Undersigned, their obligations under this Agreement shall be joint and several;

(d) this Agreement shall be governed in all respects by the laws of New York;

(e) the Undersigned hereby acknowledges receipt of an executed copy of this Agreement; and

(f) this Agreement shall become effective when it is signed by the Undersigned.

Executed on the_____, 202____.

_____

Per:
Name:
Title: President

[INSTRUCTIONS: INSERT DEBTOR'S ADDRESS AND ADDRESS WHERE COLLATERAL LOCATED HERE. IF MORE THAN ONE LOCATION, STATE HERE AND ATTACH LIST OF ALL LOCATIONS]

_____
_____
_____

EXHIBIT C

AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENTS (DIRECT DEBITS)

_____ (Name of Person or Legal Entity)
_____(ID Number)

The undersigned depositor ("**Depositor**") ("**Franchisee**") hereby authorizes Bin There USA, LLC ("**Franchisor**") to initiate debit entries and/or credit correction entries to the undersigned's checking and/or savings account(s) indicated below and the depository designated below ("**Depository**") ("**Bank**") to debit or credit such account(s) pursuant to Franchisor's instructions.

_____	_____	
Depository	Branch	
_____	_____	_____
City	State	Zip Code
_____	_____	
Bank Transit/ABA Number	Account Number	

_____

This authorization is to remain in full and force and effect until sixty days after Franchisor has received written notification from Franchisee of its termination.

Depositor: _____

Signed By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT D

LIST OF PRINCIPALS

Name of Principal	Address	Interest %

Initials

_____ _____

Franchisee **Franchisor**

EXHIBIT E

GUARANTEE, INDEMNIFICATION, AND ACKNOWLEDGMENT

As an inducement to Bin There USA, LLC ("**Franchisor**") to execute Franchise Agreement between Franchisor and _____ ("**Franchisee**"), dated _____, 202_____ (the "**Agreement**"), the undersigned, jointly and severally, hereby unconditionally guarantee to Franchisor and Franchisor's successors and assigns that all of Franchisee's monetary obligations under the Agreement will be punctually paid and performed and that all monetary obligations will be punctually paid and performed.

Upon demand by Franchisor, the undersigned each hereby jointly and severally agree to immediately make each payment required of Franchisee under the Agreement and waive any right to require Franchisor to: (a) proceed against Franchisee for any payment required under the Agreement; (b) proceed against or exhaust any security from Franchisee; (c) pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee; or (d) give notice of demand for payment by Franchisee. Without affecting the obligations of the undersigned under this Guarantee, Franchisor may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee, and the undersigned each hereby jointly and severally waive notice of same and agree to remain and be bound by any and all such amendments and changes to the Agreement.

The undersigned each hereby jointly and severally agree to defend, indemnify and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorney's fees, reasonable costs of financial and other investigation, court costs, and fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Franchisee to perform any obligation of Franchisee under the Agreement, any amendment thereto, or any other agreement executed by Franchisee referred to therein.

The undersigned each hereby jointly and severally acknowledge and expressly agree to be individually bound by all of the covenants contained in Articles 4, 8, 12, 16, and 18 of the Agreement, and acknowledge and agree that this Guarantee does not grant the undersigned any right to use the "Bin There . . . Dump That" marks or system licensed to Franchisee under the Agreement.

This Guarantee shall terminate upon the termination or expiration of the Agreement, except that all obligations and liabilities of the undersigned which arose from events which occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by the undersigned, and all covenants which by their terms continue in force after the expiration or termination of the Agreement shall remain in force according to their terms. Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for defaults and obligations hereunder existing at the time of death; and the obligations of the other guarantors will continue in full force and effect.

Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Agreement, and shall be interpreted and construed in accordance with Section 18 of the Agreement (including but not limited to the waiver of jury trial, the waiver of punitive damages, the agreement not to participate in class actions, and the limitation on the time within which claims may be brought). This Guarantee shall be interpreted and construed under the laws of the State of New York. In the event of any conflict of law, the laws of the State of New York shall prevail (without regard to, and without giving effect to, the application of New York conflict of law rules).

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the date of the Agreement.

GUARANTOR(S)

(Seal)

Signed:_____
(In his/her individual capacity)

Name:_____

Home Address:_____
_____

(Seal)

Signed:_____
(In his/her individual capacity)

Name:_____

Home Address:_____
_____

(Seal)

Signed:_____
(In his/her individual capacity)

Name:_____

Home Address:_____
_____

A-2

DEPOSIT AGREEMENT

BIN THERE USA, LLC
DEPOSIT AGREEMENT

This Deposit Agreement (the "**Agreement**") is made and entered into on _____, 202__, (the "**Effective Date**") by and between:

Bin There USA, LLC, a Delware limited liability company with offices located at 2010 Winston Park Drive, Suite 300, Oakville, Ontario, L6H 5R7, Canada ("**Franchisor**"); and

_____, a [resident] [corporation] [partnership] [limited liability company] [limited liability partnership] of the State of _____, [residing at] [with offices located at] _____

_____

("**Depositor**").

RECITALS

WHEREAS, Franchisor is in the business, among other things, of developing and operating a system consisting of franchised "Bin There Dump That" waste management and disposal businesses under the "Bin There Dump That" trademarks, service marks, and system owned or licensed by Franchisor (collectively, "**Businesses**");

WHEREAS, Depositor wishes to consider whether to become a franchisee under Franchisor's system pursuant to a franchise agreement for a particular Business; and

WHEREAS, Depositor wishes to place a deposit with Franchisor to reserve for a limited period of time (the "**Evaluation Period**") a certain area (the "**Territory**") within which Depositor may operate a franchised Business if Depositor enters into a franchise agreement with Franchisor;

WHEREAS, Franchisor is willing to reserve the Territory for Depositor during the Evaluation Period, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. The Deposit. Upon execution of this Agreement, Depositor shall pay Franchisor the sum of Five Thousand Dollars ($5,000) as a non-interest bearing deposit (the "**Deposit**").

2. Refundability. Except as provided in Section 6 below, the Deposit is nonrefundable and fully-earned by Franchisor in consideration for providing Depositor with the option during the Evaluation Period to enter into a franchise agreement for the Territory.

3. Credit. Unless this Agreement is terminated as provided in Section 8, Franchisor shall credit the full amount of the Deposit against the initial franchise fee due under the franchise agreement entered into by the parties. Any fees paid to Franchisor to extend the Evaluation Period pursuant to Section 5 below will also be credited against the initial franchise fee due under the franchise agreement.

4. Territory. During the Evaluation Period, Depositor will have the sole right to enter into a franchise agreement with Franchisor for a Business to be operated with the following Territory: _____
_____
_____
_____
_____
_____
_____(the "**Territory**").

5. Evaluation Period. The Evaluation Period will be for a period of thirty (30) days after the Effective Date of this Agreement. The Evaluation Period is renewable for up to two(2) one-month periods subsequent to the initial Evaluation Period, and requires payment by Depositor to Franchisor of a Five Hundred Dollar ($500) Evaluation Period renewal fee for each additional one-month Evaluation Period requested. Any fees for extensions of the Evaluation Period will be due to Franchisor before the beginning of the additional Evaluation Period.

6. Conditions. By entering into this Agreement, neither Franchisor nor Depositor shall be required or obligated to enter into a franchise agreement for a Business with the other party. In order for Franchisor to agree to enter into a franchise agreement with Depositor: (a) Depositor must, in Franchisor's sole discretion, be a person capable of operating a franchised Bsuiness in the Territory; and (b) Depositor must execute the form of franchise agreement provided to Depositor and all related agreements between Franchisor and Depositor, and Depositor's principals must execute any personal guarantees and other documents required by Franchisor, the form of which are attached to Franchisor's FDD (defined below).

7. Confidentiality. During the Evaluation Period, certain confidential information about Franchisor and its system will be disclosed or otherwise made known to Depositor ("**Confidential Information**"). Depositor agrees to respect and maintain the confidential nature of such Confidential Information, and not in any way disclose the Confidential Information to anyone else, nor in any way use the Confidential Information in the operation of any business (excluding a Business operated pursuant to a franchise agreement). It is agreed that Depositor's obligations under this Section 7 shall not expire upon termination of this Agreement.

8. Termination. This Agreement, and all rights and obligations under this Agreement, shall expire and/or terminate, the parties shall have no further rights or obligations to each other, upon any or all of the following:

    8.1 Written notice from Depositor terminating this Agreement (it being understood and agreed that Depositor shall have the right to terminate this Agreement at any time).

    8.2 Unless the parties otherwise agree in writing, this Agreement shall expire and the parties shall have no further rights or obligations to each other if, at the end of the Evaluation Period no franchise agreement has been entered into between the parties.

    8.3 If you fail to pay the Deposit or any Evaluation Period renewal fees to us as required under this Agreement.

8.4 If this Agreement has not earlier expired or terminated, then it shall terminate when the parties sign a franchise agreement, or at the end of the Evaluation Period, whichever first occurs.

9. No Franchise Rights. This Agreement is not a franchise and does not grant Depositor any right whatsoever to use the "Franchisor" trademarks and/or system, which rights can only be granted under a franchise agreement entered into by Depositor and Franchisor. Depositor shall not use the "Franchisor" trademarks or system, nor shall Depositor make any representation or commitment on Franchisor behalf.

10. Acknowledgement. Depositor acknowledges receipt of Franchisor's Franchise disclosure document (FDD) at least fourteen (14) days before the Effective Date.

11. No Conflicting Obligations. Depositor represents and warrants to Franchisor that neither Depositor nor its principals are under any contractual or other legal obligation that would restrict Depositor and its principals from: (a) entering into this Deposit Agreement and/or a "Franchisor" franchise agreement; and/or (b) performing the obligations and/or exercising the rights under this Agreement and/or any "Franchisor" franchise agreement that the parties may enter into.

12. Full Agreement. This Agreement incorporates the full and complete agreement between the parties concerning the subject of this Agreement, and supersedes any and all prior correspondence, conversations, representations, or statements of whatever nature concerning the subject of this Agreement. The parties are not relying on anything other than the word of this Agreement in deciding whether or not to enter into this Agreement.

13. Governing Law. This Agreement shall be interpreted and construed exclusively under the laws of the State of New York, which laws shall prevail in the event of any conflict of law (but without regard to, and without giving effect to, the application of New York choice-of-law rules); provided, that nothing in this Section 13 is intended by the parties to subject this Agreement to any franchise or similar law, rule, or regulation of the State of New York to which this Agreement would not otherwise be subject.

[signatures on next page]

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

Bin There USA, LLC (Seal)

By:_____

Name:_____

Title:_____

_____,
Depositor:
(Seal)

By:_____

Name:_____

Title:_____

_____,
Depositor:
(Seal)

By:_____

Name:_____

Title:_____

EXHIBIT B
LIST OF ADMINISTRATORS

We intend to register this disclosure document as a "franchise" in some or all of the following states, in accordance with the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

CALIFORNIA Commissioner of Financial Protectoin and Innovation Department of Financial Protectoin and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 / Toll Free: (866) 275-2677	**NEW YORK** New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8236
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Department State Capitol Department 414 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Securities Regulation 124 South Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT C
AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a "franchise" 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, we will designate the following state offices or officials as our agents for service of process in these states:

CALIFORNIA Commissioner of Financial Protectoin and Innovation Department of Financial Protectoin and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 / Toll Free: (866) 275-2677	**NEW YORK** New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Commissioner State Capitol 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Director of Department of Business Regulation Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Director of the Securities Regulation 124 South Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

Exhibit D

Bin There Dump That Franchisees
(as of December 31, 2025)

Location	Address	City	State	Zip Code	Franchisee(s)	Phone
Alaska BTDT	20410 Philadelphia Drive	Eagle River	AK	99577	Kent Alger	(907) 947-2844
Birmingham West BTDT	397 Revere Road	Tuscaloosa	AL	35405	Chad Ezell	(205) 764-4553
Birmingham East BTDT	397 Revere Road	Tuscaloosa	AL	35405	Chad Ezell	(205) 764-4553
Montgomery BTDT	397 Revere Road	Tuscaloosa	AL	35405	Chad Ezell	(205) 764-4553
Mobile BTDT	20040 Alabama Highway 181, Suite D	Fairhope	AL	36532	Chandra McMillan	(251) 928-8789
Huntsville BTDT	20040 Alabama Highway 181, Suite D	Fairhope	AL	36532	Chandra McMillan	(251) 928-8789
Little Rock BTDT	2222 Cottondale Lane, Suite 240	Little Rock	AR	72202	Will Slabaugh	(501) 766-9644
Fayetteville BTDT	2222 Cottondale Lane, Suite 240	Little Rock	AR	72202	Will Slabaugh	(501) 766-9644
Scottsdale BTDT	48 W. Foothill Drive	Phoenix	AZ	85021	Les Englund	(480) 353-8493
Cave Creek BTDT	7558 E. Visao Drive	Scottsdale	AZ	85266	Les Englund	(480) 353-8493
Phoenix BTDT	7558 E. Visao Drive	Scottsdale	AZ	85266	Les Englund	(480) 353-8493
Gilbert BTDT	530 E Tremaine Avenue	Gilbert	AZ	85234	Paul Mauger	(480) 999-1399
Mesa BTDT	530 E Tremaine Avenue	Gilbert	AZ	85234	Paul Mauger	(480) 999-1399
Denver West BTDT	6670 Upham Street	Arvada	CO	80003	William Blauvelt	(720) 524-3727
Denver Central BTDT	6670 Upham Street	Arvada	CO	80003	William Blauvelt	(720) 524-3727
Parker BTDT	12756 N. Timber Lane	Parker	CO	80134	Joe Chupp	(720) 851-7888
Aurora BTDT	12756 N. Timber Lane	Parker	CO	80134	Joe Chupp	(720) 851-7888
Colorado Springs BTDT	10229 Knoll Circle	Highlands Ranch	CO	80130	Rene Henderson	(719) 686-8613
Boulder BTDT	12145 E South Boulder Road	Lafayette	CO	80026	Douglas McBride	(303) 485-8882
Denver North BTDT	12145 E South Boulder Road	Lafayette	CO	80026	Douglas McBride	(303) 485-8882
Greeley BTDT	1942 E Lincoln Ave, Unit B	Fort Collins	CO	80524	Dane McGill	(970) 232-9354
Stamford BTDT	30 Maitland Road	Stamford	CT	06906	Chris Marsilio	(203) 404-5494
Washington DC North BTDT	805-A Barkwood Ct	Linthicum Heights	DC	21090	Candy Walsh	(443) 961-8689
Sarasota BTDT	8818 12th Ave NW	Bradenton	FL	34209	Patrick Daley	(941) 757-8422
Palm Beach BTDT	8818 12th Ave NW	Bradenton	FL	34209	Patrick Daley	(941) 757-8422
Delray Beach BTDT	8818 12th Ave NW	Bradenton	FL	34209	Patrick Daley	(941) 757-8422
Palm City BTDT	8818 12th Ave NW	Bradenton	FL	34209	Patrick Daley	(941) 757-8422
Port Charlotte BTDT	8818 12th Ave NW	Bradenton	FL	34209	Patrick Daley	(941) 757-8422
Fort Pierce BTDT	8818 12th Ave NW	Bradenton	FL	34209	Patrick Daley	(941) 757-8422
Gainesville BTDT	216 Locust Pass Drive	Ocala	FL	34472	Ryan Smith	(352) 999-0842
Lake City BTDT	216 Locust Pass Drive	Ocala	FL	34472	Ryan Smith	(352) 999-0842

Location	Address	City	State	Zip Code	Franchisee(s)	Phone
Daytona BTDT	201 Frosti Way	Eustis	FL	32726	Andrew Patten	(321) 405-2838
Inverness BTDT	201 Frosti Way	Eustis	FL	32726	Andrew Patten	(321) 405-2838
Orlando Central BTDT	201 Frosti Way	Eustis	FL	32726	Andrew Patten	(321) 405-2838
Orlando North BTDT	201 Frosti Way	Eustis	FL	32726	Andrew Patten	(321) 405-2838
Orlando South BTDT	201 Frosti Way	Eustis	FL	32726	Andrew Patten	(321) 405-2838
Umatilla BTDT	201 Frosti Way	Eustis	FL	32726	Andrew Patten	(321) 405-2838
Fort Lauderdale BTDT	11370 Twelve Oaks Way, #115	North Palm Beach	FL	33408	Adelle Pierce	(954) 391-9975
Miami West BTDT	11370 Twelve Oaks Way, #115	North Palm Beach	FL	33408	Adelle Pierce	(954) 391-9975
Miami North BTDT	11370 Twelve Oaks Way, #115	North Palm Beach	FL	33408	Adelle Pierce	(954) 391-9975
Miami BTDT	11370 Twelve Oaks Way, #115	North Palm Beach	FL	33408	Adelle Pierce	(954) 391-9975
Pensacola BTDT	8430 Palafox Avenue	Pensacola	FL	32591	Dane McGill	(850) 931-2838
Tampa East BTDT	P.O. Box 6837	Clearwater	FL	33758	Michael Sovie	(727) 475-1080
Tampa West BTDT	P.O. Box 6837	Clearwater	FL	33758	Michael Sovie	(727) 475-1080
St. Petersburg BTDT	P.O. Box 6837	Clearwater	FL	33758	Michael Sovie	(727) 475-1080
New Port Richie BTDT	8989 Ulmerton Road	Largo	FL	33771	Michael Sovie	(727) 475-1080
Zephyrhills BTDT	8989 Ulmerton Road	Largo	FL	33771	Michael Sovie	(727) 475-1080
Fort Myers BTDT	12601 Mastique Beach Blvd, #1604	Fort Myers	FL	33908	Paul Zimmerman	(239) 707-4919
Naples BTDT	12601 Mastique Beach Blvd, #1604	Fort Myers	FL	33908	Paul Zimmerman	(239) 707-4919
Jacksonville West BTDT	121 E 8th St Suite 11	Jacksonville	FL	32206	Kevin Stearns	(770) 932-2838
Jacksonville East BTDT	121 E 8th St Suite 11	Jacksonville	FL	32206	Kevin Stearns	(770) 932-2838
Jacksonville North BTDT	121 E 8th St Suite 11	Jacksonville	FL	32206	Kevin Stearns	(770) 932-2838
Palm Bay BTDT	2909 NW 63rd Terrace	Sunrise	FL	33313	Magnus Clunis	(321) 218-2838
Titusville BTDT	2909 NW 63rd Terrace	Sunrise	FL	33313	Magnus Clunis	(321) 218-2838
Austell BTDT	P.O. Box 1022	Douglasville	GA	30133	Kurt Anderson	(404) 692-2838
Decatur BTDT	P.O. Box 1022	Douglasville	GA	30133	Kurt Anderson	(770) 558-9038
Sandy Springs BTDT	P.O. Box 1022	Douglasville	GA	30133	Kurt Anderson	(770) 558-9038
Morrow BTDT	P.O. Box 1022	Douglasville	GA	30133	Kurt Anderson	(770) 558-9038
Hampton BTDT	P.O. Box 1022	Douglasville	GA	30133	Kurt Anderson	(770) 558-9038
Carrollton BTDT	P.O. Box 1022	Douglasville	GA	30133	Kurt Anderson	(770) 558-9038
Columbus BTDT	8022 Orchard Hill Drive	Midland	GA	31820	Brian Beltran	(706) 365-2280
Alpharetta BTDT	5533 S Richland Creek	Buford	GA	30158	Kevin Stearns	(770) 932-2838
Duluth BTDT	5533 S Richland Creek	Buford	GA	30158	Kevin Stearns	(770) 932-2838
Stone Mountain BTDT	5533 S Richland Creek	Buford	GA	30158	Kevin Stearns	(770) 932-2838
Canton, GA BTDT	5533 S Richland Creek	Buford	GA	30158	Kevin Stearns	(770) 932-2838
Athens BTDT	5533 S Richland Creek	Buford	GA	30158	Kevin Stearns	(770) 932-2838
Macon BTDT	2430 Cedar Hill Drive	Macon	GA	40475	Max Shaughnessy	(859) 203-1252

Location	Address	City	State	Zip Code	Franchisee(s)	Phone
Augusta BTDT	622 12th Street	Augusta	GA	30901	David Ford	(803) 360-0916
Chicago BTDT	10170 Central Avenue	Chicago Ridge	IL	60415	Alyse Moore	(312) 882-1374
South Chicago BTDT	10170 Central Avenue	Chicago Ridge	IL	60415	Alyse Moore	(312) 882-1374
Oak Lawn BTDT	10170 Central Avenue	Chicago Ridge	IL	60415	Alyse Moore	(312) 882-1374
Northlake BTDT	10170 Central Avenue	Chicago Ridge	IL	60415	Alyse Moore	(312) 882-1374
Harvey BTDT	10170 Central Avenue	Chicago Ridge	IL	60415	Alyse Moore	(312) 882-1374
Barrington BTDT	10170 Central Avenue	Chicago Ridge	IL	60415	Alyse Moore	(312) 882-1374
Glenview BTDT	10170 Central Avenue	Chicago Ridge	IL	60415	Alyse Moore	(312) 882-1374
Naperville BTDT	10170 Central Avenue	Chicago Ridge	IL	60415	Alyse Moore	(312) 882-1374
Plainfield BTDT	13145 S Lake Mary Dr	Plainfield	IL	60585	Crispin Gorman	(331) 684-0407
Fort Wayne BTDT	9564 14th Road	Argos	IN	46501	Ron Lee	(574) 892-5554
South Bend BTDT	9564 14th Road	Argos	IN	46501	Ron Lee	(574) 892-5554
Valparaiso BTDT	9564 14th Road	Argos	IN	46501	Ron Lee	(574) 892-5554
Brownsburg BTDT	7995 West 21st Street, Suite A	Indianapolis	IN	46214	James Coppola	(859) 743-1669
Indianapolis BTDT	7995 West 21st Street, Suite A	Indianapolis	IN	46214	James Coppola	(317) 590-1973
Olathe BTDT	1306 Timber Ridge Drive	Liberty, MO	KS	64068	Steve Sullivant	(816) 781-8489
Kansas City BTDT	1306 Timber Ridge Drive	Liberty, MO	KS	64068	Steve Sullivant	(816) 781-8489
Lexington BTDT	2430 Cedar Hill Drive	Richmond	KY	40475	Max Shaughnessy	(859) 203-1252
Louisville South BTDT	6159 South Wilson Road	Elizabethtown	KY	42701	Nathan Lewis	(502) 669-3867
Louisville North BTDT	6159 South Wilson Road	Elizabethtown	KY	42701	Nathan Lewis	(502) 669-3867
Shelbyville BTDT	6159 South Wilson Road	Elizabethtown	KY	42701	Nathan Lewis	(502) 669-3867
New Orleans BTDT	13406 Seymour Myers Blvd, Suite 5	Covington	LA	70433	David Murphy	(985) 327-7644
Shreveport BTDT	1624 White Oak Loop	Round Rock, TX	LA	78681	Colter Williamson	(512) 921-0900
Newton BTDT	492 Westminster Hill Road	Fitchburg	MA	01420	Anthony Knowles	(978) 582-1692
Worcester BTDT	492 Westminster Hill Road	Fitchburg	MA	01420	Anthony Knowles	(978) 582-1692
Worcester North BTDT	492 Westminster Hill Road	Fitchburg	MA	01420	Anthony Knowles	(978) 582-1692
Lawrence BTDT	6 Aroostook Road	Saco, ME	MA	04072	Brad McCrum	(603) 451-6363
Peabody BTDT	6 Aroostook Road	Saco, ME	MA	04072	Brad McCrum	(603) 451-6363
Foxborough BTDT	45 Cedar Farms Road	Medway	MA	02053	Mike Chagnon	(508) 635-8020
Norwood BTDT	45 Cedar Farms Road	Medway	MA	02053	Mike Chagnon	(508) 635-8020
Baltimore BTDT	10108 Tipperary Road	Parkville	MD	21234	Ken Demski	(443) 690-5194
Frederick BTDT	250 E 7th Street	Frederick	MD	21701	Richard Ferragut	(301) 695-2739

Location	Address	City	State	Zip Code	Franchisee(s)	Phone
Germantown BTDT	250 E 7th Street	Frederick	MD	21701	Richard Ferragut	(301) 695-2739
Annapolis BTDT	45158 Lighthouse Road	Piney Point	MD	20674	William Peterson	(240) 466-3077
Columbia BTDT	805-A Barkwood Ct	Linthicum Heights	MD	21090	Candy Walsh	(443) 961-8689
Silver Spring BTDT	805-A Barkwood Ct	Linthicum Heights	MD	21090	Candy Walsh	(443) 961-8689
College Park BTDT	805-A Barkwood Ct	Linthicum Heights	MD	21090	Candy Walsh	(443) 961-8689
Harford County BTDT	805-A Barkwood Ct	Linthicum Heights	MD	21090	Candy Walsh	(443) 961-8689
Portland BTDT	258 Maquoit Road	Brunswick	ME	04011	Bill George	(207) 946-5547
Grand Rapids BTDT	401 Haskins Ct SE	Ada	MI	49301	Ben Bosch	(616) 977-1777
Holland BTDT	401 Haskins Ct SE	Ada	MI	49301	Ben Bosch	(616) 977-1777
Ann Arbor BTDT	350 Main Street	Whitmore Lake	MI	48189	Chris Sesi	(734) 430-9415
Birmingham-Warren BTDT	350 Main Street	Whitmore Lake	MI	48189	Chris Sesi	(734) 430-9415
Farmington BTDT	350 Main Street	Whitmore Lake	MI	48189	Chris Sesi	(734) 430-9415
St. Clair Shores/Southfield BTDT	350 Main Street	Whitmore Lake	MI	48189	Chris Sesi	(734) 430-9415
Dearborn BTDT	350 Main Street	Whitmore Lake	MI	48189	Chris Sesi	(734) 430-9415
Muskegon BTDT	11116 Fitzgerald Street, Suite G	Nunica	MI	49448	Dave Zappa	(616) 414-7141
Saint Joseph BTDT	9564 14th Road	Argos, IN	MI	46501	Ron Lee	(574) 892-5554
Kalamazoo BTDT	9564 14th Road	Argos, IN	MI	46501	Ron Lee	(574) 892-5554
St. Louis BTDT	1710 Winesap Lane	St. Louis	MO	63122	Blake Swearingen	(314) 395-9797
Augusta BTDT	1710 Winesap Lane	St. Louis	MO	63122	Blake Swearingen	(314) 395-9797
Edwardsville BTDT	1710 Winesap Lane	St. Louis	MO	63122	Blake Swearingen	(314) 395-9797
O'Fallon BTDT	1710 Winesap Lane	St. Louis	MO	63122	Blake Swearingen	(314) 395-9797
Platte City BTDT	1306 Timber Ridge Drive	Liberty	MO	64068	Steve Sullivant	(816) 429-7221
Lees Summit BTDT	1306 Timber Ridge Drive	Liberty	MO	64068	Steve Sullivant	(816) 781-8489
Charlotte South BTDT	5200 Sunningdale Drive	Charlotte	NC	28277	Miller Bell	(704) 697-1243
Charlotte North BTDT	5200 Sunningdale Drive	Charlotte	NC	28277	Miller Bell	(704) 697-1243
Raleigh BTDT	137 Gannett Road	Mooresville	NC	28117	Jodie Nash	(704) 360-4010
Newton BTDT	137 Gannett Road	Mooresville	NC	28117	Jodie Nash	(704) 360-4010
Gastonia BTDT	137 Gannett Road	Mooresville	NC	28117	Jodie Nash	(704) 360-4010
Statesville BTDT	137 Gannett Road	Mooresville	NC	28117	Jodie Nash	(704) 360-4010
Clayton BTDT	3805 Philips Park Drive	Greensboro,	NC	27401	Vincent Nicholson	(336) 254-2924
Fayetteville BTDT	3805 Philips Park Drive	Greensboro,	NC	27401	Vincent Nicholson	(336) 254-2924

Location	Address	City	State	Zip Code	Franchisee(s)	Phone
Greenville BTDT	3805 Philips Park Drive	Greensboro,	NC	27401	Vincent Nicholson	(336) 254-2924
Durham BTDT	4313 Swepsonville Saxapahaw Road	Graham	NC	27253	Tripp Smith	(919) 357-5774
Greensboro BTDT	4313 Swepsonville Saxapahaw Road	Graham	NC	27253	Tripp Smith	(919) 357-5774
Asheboro BTDT	3900 Hickory Tree Lane	Greensboro	NC	27405	Kory Vincent	(336) 370-6722
Winston Salem BTDT	3900 Hickory Tree Lane	Greensboro	NC	27405	Kory Vincent	(336) 370-6722
Wilmington BTDT**	2008 W Grace Street	Richmond, VA	NC	23220	David Weisman	(910) 380-1318
Fargo BTDT	4114 15th Street South	Fargo	ND	58104	Ryan Ditterick	(701) 212-2871
Omaha North BTDT	9936 Broadmoor Road	Omaha	NE	68114	Peter Maier	(402) 884-4014
Omaha South BTDT	9936 Broadmoor Road	Omaha	NE	68114	Peter Maier	(402) 884-4014
Lincoln BTDT	3500 N 44th Street	Lincoln	NE	68504	Trent Laune	(402) 226-8768
Keene BTDT	16 Deer Run Road	Sandown	NH	03872	Dale Tunstall	(603) 945-0005
Concord BTDT	6 Aroostook Road	Saco, ME	NH	04072	Brad McCrum	(603) 451-6363
Mercer BTDT	258 Gatzmer Avenue	Jamesburg	NJ	08831	Daniel Aller	(732) 313-2838
Middlesex BTDT	258 Gatzmer Avenue	Jamesburg	NJ	08831	Daniel Aller	(732) 313-2838
Monmouth BTDT	258 Gatzmer Avenue	Jamesburg	NJ	08831	Daniel Aller	(732) 313-2838
Burlington/Ocean County BTDT	258 Gatzmer Avenue	Jamesburg	NJ	08831	Daniel Aller	(732) 313-2838
Franklin BTDT	8 Johnathan Drive	Lafayette	NJ	07848	Joseph Sabella	(973) 702-3969
Morristown BTDT	8 Johnathan Drive	Lafayette	NJ	07848	Joseph Sabella	(973) 702-3969
High Bridge BTDT	8 Johnathan Drive	Lafayette	NJ	07848	Joseph Sabella	(973) 702-3969
West Orange BTDT	8 Johnathan Drive	Lafayette	NJ	07848	Joseph Sabella	(973) 702-3969
Newark BTDT	8 Johnathan Drive	Lafayette	NJ	07848	Joseph Sabella	(973) 702-3969
Paramus BTDT	8 Johnathan Drive	Lafayette	NJ	07848	Joseph Sabella	(973) 702-3969
Teaneck BTDT	8 Johnathan Drive	Lafayette	NJ	07848	Joseph Sabella	(973) 702-3969
Albuquerque BTDT	7717 Broadway SE	Albuquerque	NM	87105	Tony Alarcon	(505) 349-8700
Las Vegas North BTDT	4364 Fidus	Las Vegas	NV	89103	James Niehoff	(702) 425-4998
Las Vegas South BTDT	4364 Fidus	Las Vegas	NV	89103	James Niehoff	(702) 425-4998
Henderson BTDT	4364 Fidus	Las Vegas	NV	89103	James Niehoff	(702) 425-4998
New City BTDT	258 Gatzmer Avenue	Jamesburg, NJ	NY	08831	Daniel Aller	(732) 313-2838
Westchester BTDT	258 Gatzmer Avenue	Jamesburg, NJ	NY	08831	Daniel Aller	(732) 313-2838
Cincinnati BTDT	4351 E. Bauman Lane	Batavia	OH	45103	John Gauch	(513) 604-4435
Hamilton BTDT	4351 E. Bauman Lane	Batavia	OH	45103	John Gauch	(513) 604-4435
Milford BTDT	4351 E. Bauman Lane	Batavia	OH	45102	John Gauch	(513) 604-4435
NW Ohio BTDT	15020 Twp. Rd 190	Arlington	OH	45814	Jerry Greer	(419) 721-3334
Toledo BTDT	15020 Twp. Rd 190	Arlington	OH	45814	Jerry Greer	(419) 721-3334
Columbus East BTDT	4867 Saw Grove Court	Groveport	OH	43125	Cynthia Nuckles	(614) 866-3643
Columbus West BTDT	4867 Saw Grove Court	Groveport	OH	43125	Cynthia Nuckles	(614) 866-3643

Location	Address	City	State	Zip Code	Franchisee(s)	Phone
Middletown BTDT	5883 Ferdinand Drive	West Chester	OH	45069	Byron Stowe	(513) 543-7225
Dayton BTDT	5883 Ferdinand Drive	West Chester	OH	45069	Byron Stowe	(513) 543-7225
Canton, OH BTDT	2868 Westway Dr B	Brunswick	OH	44212	Bruce Kozak	(412) 857-2932
Lisbon BTDT	2868 Westway Dr B	Brunswick	OH	44212	Bruce Kozak	(412) 857-2932
NE Ohio BTDT	2868 Westway Dr B	Brunswick	OH	44212	Bruce Kozak	(412) 857-2932
Youngstown BTDT	2868 Westway Dr B	Brunswick	OH	44212	Bruce Kozak	(412) 857-2932
Mentor BTDT	2868 Westway Dr B	Brunswick	OH	44212	Bruce Kozak	(412) 857-2932
Elyria BTDT	2868 Westway Dr B	Brunswick	OH	44212	Bruce Kozak	(412) 857-2932
Akron BTDT	2868 Westway Dr B	Brunswick	OH	44212	Bruce Kozak	(412) 857-2932
Tulsa West BTDT	10946 Pond Creek Drive	Sand Springs	OK	74063	Barry Reynolds	(918) 246-7199
Oklahoma City BTDT	14900 Kurdson Way	Edmond	OK	73013	Jason Roberts	(405) 627-0571
Moore BTDT	14900 Kurdson Way	Edmond	OK	73013	Jason Roberts	(405) 627-0571
Midwest City BTDT	14900 Kurdson Way	Edmond	OK	73013	Jason Roberts	(405) 627-0571
Harrisburg BTDT	12 Appian Drive	Carlisle	PA	17015	Dolly Armstrong	(717) 766-7857
State College BTDT	418 Gregory Lane	Bellefonte	PA	16823	Brian Walker	(814) 308-5050
Pittsburgh BTDT	600 Commerce Drive, Suite 610	Moon Twp	PA	15108	Bruce Kozak	(412) 857-2932
Penn Hills BTDT	600 Commerce Drive, Suite 610	Moon Twp	PA	15108	Bruce Kozak	(412) 857-2932
Butler BTDT	600 Commerce Drive, Suite 610	Moon Twp	PA	15108	Bruce Kozak	(412) 857-2932
Greensburg BTDT	600 Commerce Drive, Suite 610	Moon Twp	PA	15108	Bruce Kozak	(412) 857-2932
Media BTDT	307 Lynne Place	Chester Springs	PA	19425	Steve Eill	(484) 293-4911
Coatesville BTDT	307 Lynne Place	Chester Springs	PA	19425	Steve Eill	(484) 293-4911
Levittown BTDT	51 Pergola Avenue	Jamesburg, NJ	PA	08831	Felix Checo, Jr.	(215) 295-2838
Philadelphia North BTDT	51 Pergola Avenue	Jamesburg, NJ	PA	08831	Felix Checo, Jr.	(215) 295-2838
Willow Grove BTDT	51 Pergola Avenue	Jamesburg, NJ	PA	08831	Felix Checo, Jr.	(215) 295-2838
Providence BTDT	2131 Plainfield Pike	Johnston	RI	02919	Mike Chagnon	(508) 635-8020
Columbia West BTDT	464 Catawba Trail	Lexington	SC	29072	David Ford	(803) 360-0916
Greenville/Spartanburg BTDT	464 Catawba Trail	Lexington	SC	29072	David Ford	(803) 360-0916
Columbia East BTDT	464 Catawba Trail	Lexington	SC	29072	David Ford	(803) 360-0916
Myrtle Beach BTDT	464 Catawba Trail	Lexington	SC	29072	David Ford	(803) 360-0916
Hilton Head BTDT	110 Traders Cross	Okatie	SC	29909	Kira Ehly	(854) 234-0444
Nashville South BTDT	566 Highway 70	Pegram	TN	37143	Will Slabaugh	(615) 712-6344
Nashville East BTDT	566 Highway 70	Pegram	TN	37143	Will Slabaugh	(615) 712-6344
Nashville North BTDT	566 Highway 70	Pegram	TN	37143	Will Slabaugh	(615) 712-6344
Knoxville BTDT	202 Campus Ln	Knoxville	TN	37918	Bradley Spencer	(865) 689-1010
Sevierville BTDT	202 Campus Ln	Knoxville	TN	37918	Bradley Spencer	(865) 689-1010

Location	Address	City	State	Zip Code	Franchisee(s)	Phone
Memphis North BTDT	7266 Oak Run Drive	Germantown	TN	38138	Eric Whaley	(901) 347-2025
Memphis South BTDT	7266 Oak Run Drive	Germantown	TN	38138	Eric Whaley	(901) 347-2025
Chattanooga BTDT	4810 Hixson Pike, Suite 126	Hixson	TN	37343	Gary Clark	(423) 777-6898
El Paso BTDT	8417 Beverly Place	El Paso	TX	79907	Tony Alarcon	(915) 356-4556
San Antonio Central BTDT	2020 Air Lawn Street	San Antonio	TX	78227	Scott Fisher	(210) 441-2121
San Antonio East BTDT	2020 Air Lawn Street	San Antonio	TX	78227	Scott Fisher	(210) 441-2121
San Antonio West BTDT	2020 Air Lawn Street	San Antonio	TX	78227	Scott Fisher	(210) 441-2121
Humble BTDT	20730 Highland Hollow Lane	Houston	TX	77073	Michelle Martinez	(281) 209-0552
Houston West BTDT	20730 Highland Hollow Lane	Houston	TX	77073	Michelle Martinez	(281) 209-0552
Katy BTDT	20730 Highland Hollow Lane	Houston	TX	77073	Michelle Martinez	(281) 209-0552
Houston SW BTDT	20730 Highland Hollow Lane	Houston	TX	77073	Michelle Martinez	(281) 209-0552
Conroe BTDT	20730 Highland Hollow Lane	Houston	TX	77073	Michelle Martinez	(281) 209-0552
Austin West BTDT	1624 White Oak Loop	Round Rock	TX	78681	Colter Williamson	(512) 921-0900
Austin ATX BTDT	1624 White Oak Loop	Round Rock	TX	78681	Colter Williamson	(512) 921-0900
Waco BTDT	1624 White Oak Loop	Round Rock	TX	78681	Colter Williamson	(512) 921-0900
Dallas East BTDT	1624 White Oak Loop	Round Rock	TX	78681	Colter Williamson	(512) 921-0900
Dallas North BTDT	1624 White Oak Loop	Round Rock	TX	78681	Colter Williamson	(512) 921-0900
Fort Worth BTDT	1624 White Oak Loop	Round Rock	TX	78681	Colter Williamson	(512) 921-0900
Granbury BTDT	1624 White Oak Loop	Round Rock	TX	78681	Colter Williamson	(512) 921-0900
Dallas Metro BTDT	5040 Simpson Stuart Rd	Dallas	TX	75241	Sylvia Zhukas	(214) 918-8446
Frisco BTDT	5040 Simpson Stuart Rd	Dallas	TX	75241	Sylvia Zhukas	(214) 918-8446
Plano BTDT	5040 Simpson Stuart Rd	Dallas	TX	75241	Sylvia Zhukas	(214) 918-8446
Rockwell BTDT	5040 Simpson Stuart Rd	Dallas	TX	75241	Sylvia Zhukas	(214) 918-8446
College Station BTDT	41900 N Mill Drive	Magnolia	TX	77354	Rocky Creel	(346) 742-1020
Salt Lake City West BTDT	513 W 2450 N	Lehi	UT	84043	Jason Faga	(435) 850-4137
Salt Lake City East BTDT	513 W 2450 N	Lehi	UT	84043	Jason Faga	(435) 850-4137
Ogden BTDT	513 W 2450 N	Lehi	UT	84043	Jason Faga	(435) 850-4137
Roanoke BTDT	2809 Crystal Spring Ave SW	Roanoke	VA	24014	David Weisman	(540) 566-4777
Richmond BTDT	2809 Crystal Spring Ave SW	Roanoke	VA	24014	David Weisman	(540) 566-4777
Virginia Beach BTDT	2809 Crystal Spring Ave SW	Roanoke	VA	24014	David Weisman	(540) 566-4777
Norfolk BTDT	2809 Crystal Spring	Roanoke	VA	24014	David Weisman	(540) 566-4777

Location	Address	City	State	Zip Code	Franchisee(s)	Phone
	Ave SW					
Williamsburg BTDT	2809 Crystal Spring Ave SW	Roanoke	VA	24014	David Weisman	(540) 566-4777
Gainesville BTDT	19128 Sturgis Lane	Warrenton	VA	20186	Ken Sullivan	(540) 527-5053
Leesburg BTDT	19128 Sturgis Lane	Warrenton	VA	20186	Ken Sullivan	(540) 527-5053
Alexandria BTDT	45158 Lighthouse Road	Piney Point, MD	VA	20674	William Peterson	(240) 466-3077
Reston BTDT*	45158 Lighthouse Road	Piney Point, MD	VA	20674	William Peterson	(240) 466-3077
Burlington BTDT	183 Hegeman Avenue	Colchester	VT	05446	Ryan McMeniman	(802) 264-8686
Madison North BTDT	2414 Upham Street	Madison	WI	53704	Cody Bysted	(608) 351-8030
Madison South BTDT	2414 Upham Street	Madison	WI	53704	Cody Bysted	(608) 351-8030
Whitewater BTDT	2414 Upham Street	Madison	WI	53704	Cody Bysted	(608) 351-8030
Milwaukee North	8867 Sheridan Road	Kenosha	WI	53143	Linda Murphy	(262) 290-5500
Milwaukee South	8867 Sheridan Road	Kenosha	WI	53143	Linda Murphy	(262) 290-5500
Waukegan	8867 Sheridan Road	Kenosha	WI	53143	Linda Murphy	(262) 290-5500

* These franchised businesses are operated in Virginia but the franchisee's offices are located in Maryland.
** This franchised business is operated in North Carolina but the franchisee's offices are in Virginia.

Former Franchisees

Location	Address	City	State	Zip Code	Franchisee(s)	Phone
Charleston BTDT	1019 Scotland Drive	Mount Pleasant	SC	29464	Lynn Van Tiem	(843) 972-8032
Fort Wayne BTDT	615 S. High School Road	Indianapolis	IN	46241	Mike Weingartner	(260) 409-6423
Niagara Falls BTDT	4655 Lower River Road	Lewiston	NY	14092	Sandra Brown	(716) 246-2136
Raleigh BTDT	188 Northbend Drive	Youngsville	NC	27596	Greg Benner	(919) 556-6680

As noted in Item 1 and Item 20 of this Disclosure Document, our parent TFI is the franchisor of Bin There Dump That franchises in Canada. TFI's franchisees in Canada as of January 2026 are as follows:

LIST OF TFI'S CANADIAN FRANCHISEES

Location	Address	City	Prov	Postal Code	Franchisee(s)	Phone
Calgary East BTDT	3320 Rutland Rd SW	Calgary	AB	T3E 4R3	Daniel Goldstein	(403) 816-2270
Calgary NW BTDT	3320 Rutland Rd SW	Calgary	AB	T3E 4R3	Daniel Goldstein	(403) 816-2270
Calgary SW BTDT	3320 Rutland Rd SW	Calgary	AB	T3E 4R3	Daniel Goldstein	(403) 816-2270
Edmonton East BTDT	6803 72 Avenue NW	Edmonton	AB	T6B 3A5	Tim and Linda Maisonneuve	(780) 691-1700

Location	Address	City	Prov	Postal Code	Franchisee(s)	Phone
Edmonton West BTDT	6803 72 Avenue NW	Edmonton	AB	T6B 3A5	Tim and Linda Maisonneuve	(780) 691-1700
Kelowna BTDT	475 Sumac Road East	Kelowna	BC	V1X 7N2	Inderpal Khun Khun	(778) 214-1699
Nanaimo BTDT	7480 Relke Rd	Duncan	BC	V9L6A7	Mark Huntjens	(250) 732-0758
Victoria BTDT	7480 Relke Rd	Duncan	BC	V9L6A7	Mark Huntjens	(250) 732-0758
Halifax BTDT	928 South Bland Street	Halifax	NS	B3H 2S5	John Thompson	(902) 422-4630
Brampton BTDT	1 - 718 Centre Street North	Whitby	ON	L1N 9A9	Brian McHugh	(905) 666-3510
Brant/Oxford/Perth BTDT	44 Hardwood Street	Kirkfield	ON	K0M 2B0	Doug Beer	(905) 869-3867
Caledon BTDT	10 Centennial Road, Unit 9	Orangeville	ON	L9W 1P8	Perry Gray	(519) 307-2838
Cambridge-Guelph BTDT	576 Mill Park Drive	Kitchener	ON	N2P 1W1	Brad Erhardt	(519) 212-7333
Durham BTDT	1 - 718 Centre Street North	Whitby	ON	L1N 9A9	Brian McHugh	(905) 666-3510
Etobicoke BTDT	1 - 718 Centre Street North	Whitby	ON	L1N 9A9	Brian McHugh	(905) 666-3510
Grey Bruce BTDT	319090 Grey Road 1	Kemble	ON	N4K 0G2	Michael Sutherland	(519) 372-2828
Hamilton BTDT	44 Hardwood Street	Kirkfield	ON	K0M 2B0	Doug Beer	(905) 869-3867
Hastings/Prince Edward County BTDT	3810 Perth Road	Inverary	ON	K0H 1X0	Tyler Thake	(613) 507-2838
Kingston BTDT	3810 Perth Road	Inverary	ON	K0H 1X0	Tyler Thake	(613) 507-2838
Kitchener Waterloo BTDT	576 Mill Park Drive	Kitchener	ON	N2P 1W1	Brad Erhardt	(519) 212-7333
Markham BTDT	1 - 718 Centre Street North	Whitby	ON	L1N 9A9	Brian McHugh	(905) 666-3510
Middlesex/Elgin BTDT	44 Hardwood Street	Kirkfield	ON	K0M 2B0	Doug Beer	(905) 869-3867
Mississauga BTDT	1 - 718 Centre Street North	Whitby	ON	L1N 9A9	Brian McHugh	(905) 666-3510
Muskoka-Parry Sound-Haliburton BTDT	8 Clearstream Court	Bracebridge	ON	P1L 0A3	Blake Edwards	(705) 646-5221
Niagara BTDT	110 Cushman Road	St. Catharines	ON	L2M 6T1	Tom Davies	(905) 641-3131
Northern Ontario BTDT	1191 Premier Road	North Bay	ON	P1A 2J3	John Miller	(613) 288-0511
Northumberland BTDT	1 - 718 Centre Street North	Whitby	ON	L1N 9A9	Brian McHugh	(905) 666-3510
Ottawa East BTDT	180 Wescar Lane	Ottawa	ON	K0A 1L0	John Cooke	(613) 288-0511
Ottawa West BTDT	180 Wescar Lane	Ottawa	ON	K0A 1L0	John Cooke	(613) 288-0511
Peterborough Lindsay BTDT	1 - 718 Centre Street North	Whitby	ON	L1N 9A9	Brian McHugh	(905) 666-3510
Scarborough BTDT	1 - 718 Centre Street North	Whitby	ON	L1N 9A9	Brian McHugh	(905) 666-3510
Simcoe County BTDT	1 - 718 Centre Street North	Whitby	ON	L1N 9A9	Brian McHugh	(905) 666-3510
Thunder Bay BTDT	1615 Rosslyn Rd.	Thunder Bay	ON	P7K 1J3	Patrick Fenlon	(807) 474-4200
Toronto East	1 - 718 Centre Street	Whitby	ON	L1N 9A9	Brian McHugh	(905) 666-3510

Location	Address	City	Prov	Postal Code	Franchisee(s)	Phone
BTDT	North					
Toronto West BTDT	1 - 718 Centre Street North	Whitby	ON	L1N 9A9	Brian McHugh	(905) 666-3510
Windsor BTDT	1694 Tourangeau Road	Windsor	ON	N8Y 4J6	Ron Monaghan	(226) 221-9559
York (North) BTDT	1 - 718 Centre Street North	Whitby	ON	L1N 9A9	Brian McHugh	(905) 666-3510
York West (Vaughan) BTDT	1 - 718 Centre Street North	Whitby	ON	L1N 9A9	Brian McHugh	(905) 666-3510

Exhibit E

Company-Owned BTDT Businesses

None.

Exhibit F

Financial Statements

BIN THERE USA, LLC

AUDITED FINANCIAL STATEMENTS

For the Years Ended December 31, 2025 and 2024

BIN THERE USA, LLC

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors and Sole Member of
Bin There USA, LLC

We have audited the accompanying financial statements of Bin There USA, LLC which comprise the balance sheets as of December 31, 2025 and 2024, and the related statements of operations, member's equity (deficit), and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Bin There USA, LLC as of December 31, 2025 and 2024, 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 audits in accordance with auditing standards generally accepted in the United States of America. 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 Bin There USA, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Management's Responsibility 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 Bin There USA, LLC's ability to continue as a going concern within 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 generally accepted auditing standards will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Bin There USA, LLC'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 Bin There USA, LLC'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.

UHY LLP

New York, New York
April 27, 2026

FINANCIAL STATEMENTS

	December 31, 2025	December 31, 2024
ASSETS		
Current assets		
Cash	**$ 6,014,005**	$ 4,412,713
Prepaid commissions	**37,145**	120,904
Prepaid expenses	**12,071**	39,117
Accounts receivables	**114,829**	89,301
Prepaid taxes	**10,191**	68,190
Total current assets	**6,188,241**	4,730,225
Software, net	**2,970**	-
Prepaid commissions - non current	**310,346**	321,226
Deferred tax assets, net	**200,366**	236,877
Total assets	**$ 6,701,923**	$ 5,288,328
LIABILITIES AND MEMBER'S EQUITY (DEFICIT)		
Current liabilities		
Deferred revenues - current	**$ 1,043,919**	$ 983,072
Due to related parties	**713,338**	717,966
Accrued expenses	**51,503**	34,070
Customer deposit payable	**35,000**	86,000
Accounts payable	**64,044**	46,212
Total current liabilities	**1,907,804**	1,867,320
Deferred revenue - non current	**3,997,158**	3,483,269
Total liabilities	**5,904,962**	5,350,589
Member's equity (deficit):		
Member's capital	**100**	100
Accumulated earnings (deficit)	**796,861**	(62,361)
Total member's equity (deficit)	**796,961**	(62,261)
Total liabilities and member's equity (deficit)	**$ 6,701,923**	$ 5,288,328

	Years Ended December 31,	
	2025	**2024**
Revenues		
Royalty income	**$ 5,253,954**	$ 4,981,769
Other income	**1,829,667**	1,644,691
Initial franchise fees	**1,006,370**	950,118
Total revenues	**8,089,991**	7,576,578
Cost of revenues		
Franchise commission and royalty expense	**813,138**	828,283
Other costs	**45,027**	23,444
Total cost of revenues	**858,165**	851,727
Gross margin	**7,231,826**	6,724,851
Operating expenses		
Management fees	**3,000,000**	3,000,000
General and administrative	**2,430,455**	2,711,210
Amortization	**1,143**	-
Total operating expenses	**5,431,598**	5,711,210
Operating income	**1,800,228**	1,013,641
Other income (loss)		
Foreign currency transaction income (loss), net	**85,090**	(156,841)
Income before income tax expense	**1,885,318**	856,800
Income tax expense	**456,096**	214,964
Net income	**$ 1,429,222**	$ 641,836

STATEMENTS OF MEMBER'S EQUITY (DEFICIT)
Years Ended December 31, 2025 and 2024

	Member's Capital	Accumulated Income (Losses)	Total Member's (Deficit) Equity
Balance at January 1, 2024	$ 100	$ (229,197)	$ (229,097)
Issue of Dividend to TFI	-	(475,000)	(475,000)
Net income	-	641,836	641,836
Balance at December 31, 2024	100	(62,361)	(62,261)
Issue of Dividend to TFI	-	(570,000)	(570,000)
Net Income	-	1,429,222	1,429,222
Balance at December 31, 2025	**$ 100**	**$ 796,861**	**$ 796,961**

	Years Ended December 31,	
	2025	**2024**
OPERATING ACTIVITES		
Net income	**$ 1,429,222**	$ 641,836
Adjustments to reconcile net income to net cash provided by operating activities		
Expenses paid on behalf of the Company by its sole member and related parties	**713,338**	717,966
Amortization	**1,143**	-
Deferred income tax	**36,511**	34,755
Changes in assets and liabilites:		
Accounts receivable	**(25,528)**	38,011
Prepaid taxes	**57,999**	114,961
Prepaid expenses	**27,046**	(10,442)
Prepaid commissions	**83,759**	16,236
Accounts payable	**17,832**	6,459
Customer deposit payable	**(51,000)**	61,000
Accrued expenses	**17,433**	(3,213)
Deferred revenue	**60,847**	97,875
Prepaid expenses - non current	**10,880**	79,526
Deferred revenue - non current	**513,889**	144,090
Net cash provided by operating activities	**2,893,371**	1,939,060
INVESTING ACTIVITES		
Purchases of Software	**(4,113)**	-
Net cash used in investing activities	**(4,113)**	-
FINANCING ACTIVITES		
Issue of Dividend to TFI	**(570,000)**	(475,000)
Payments to sole member for expenses paid on behalf of the Company	**(717,966)**	(622,323)
Net cash used in financing activities	**(1,287,966)**	(1,097,323)
NET INCREASE IN CASH	**1,601,292**	841,737
CASH, beginning of year	**4,412,713**	3,570,976
CASH, ending of year	**$ 6,014,005**	$ 4,412,713
SUPPLEMENTAL CASH FLOW INFORMATION:		
Income tax payments	**$ 361,586**	$ 65,249

BIN THERE USA, LLC
NOTES TO THE FINACIAL STATEMENTS
December 31, 2025 and 2024

NOTE 1 — NATURE OF BUSINESS AND ORGANIZATION

Bin There USA, LLC (the “Company”) was organized as a limited liability company pursuant to the laws of the State of Delaware on December 28, 2010. The Company’s headquarters are located in Ontario, Canada.

The Company is an enterprise primarily engaged in the business of providing waste removal and other disposal service franchises under its “Bin There…Dump That” (“BTDT”) trademark brand. The Company filed Uniform Franchise Registration Applications for licenses and is approved to sell franchises in several states in the United States.

The initial investment necessary for a franchisee to purchase and begin operations of a BTDT franchise ranges from approximately $133,800 to $313,000. This includes an initial franchise fee ranging from $29,000 to $55,000, depending on the population in the franchisee’s territory. The additional investment necessary includes the following: training fees; initial purchases of products; security deposits to obtain business premises; purchase of vehicles; opening inventory; insurance; licensing and legal expenses; and additional working capital expected to be used in the first three months of operations.

NOTE 2 — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP) and accordingly reflect all significant receivables, payables, and other liabilities. Revenues are recorded in the period in which performance obligations are satisfied, and expenses are recorded in the period incurred.

Recently Adopted Accounting Pronouncement

In July 2025, the FASB issued ASU 2025-05, Measurement of Credit Losses for Accounts Receivable and Contract Assets. The ASU relates to estimating credit losses under the current expected credit losses ("CECL") for current accounts receivable and current contract assets, providing a practical expedient for the Company to assume that current conditions as of the balance sheet date will persist through the reasonable and supportable forecast period for eligible assets. Further, an accounting policy election can be made to consider subsequent collections of balances received after the balance sheet date through a date selected by the entity provided that the date selected is when or before the financial statements are available to be issued. The new guidance will be effective for years beginning after December 15, 2025. The Company early adopted the updates on January 1, 2025 using the prospective approach. This approach allows the Company to initially apply the new accounting standard at the adoption date. The prior year comparable information has not been restated and continues to be reported under the accounting standards in effect for that period.

NOTE 2 — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash

The Company places its cash with high credit quality financial institutions in the United States and Canada. At times, balances on deposit with financial institutions may exceed the FDIC ($250,000) or Canadian Deposit Insurance Corporation (CA$100,000) insurance coverage. As of December 31, 2025 and 2024, $5,695,626 and $4,091,620 of cash deposits were in excess of insured amounts, respectively.

Accounts Receivable

Accounts receivable arise in the normal course of business and are stated at amounts due from customers when services are provided or when the right to consideration becomes unconditional. Substantially all receivables are expected to be collected within one year. The Company's receivables are primarily derived from amounts owed by franchisees.

The Company evaluates the collectability of its accounts receivable and estimates an allowance for credit losses in accordance with ASC 326, *Financial Instruments – Credit Losses*, as amended by ASU 2025-05. The allowance is based on historical loss experience, adjusted for current conditions and known customer-specific factors. The Company has elected the practical expedient to assume current conditions as of the balance sheet date remain unchanged for the remaining life of the receivables and considers subsequent collections in its estimate.

Historical credit losses have been minimal and are derived from a review of the Company's historical write-offs relative to gross receivables. Management determined that current conditions as of the balance sheet date are consistent with conditions that existed during the period that historical data were collected. Accordingly, management determines that no adjustment to its historical loss information is necessary. Based on the absence of recent write-offs and consideration of current conditions and subsequent collections, no allowance for credit losses was recorded as of December 31, 2025 and 2024.

Management applies the subsequent collection policy election by considering collection activity through April 27, 2026, which is the date that the financial statements are available to be issued.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 2 — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition

The Company generates revenue primarily from three sources (1) Initial franchise fee revenue, net of discounts, (2) royalty income, (3) ad fund income and (4) licensing fees. Initial franchise fees related to sales of franchises are recognized as revenue upon substantial performance by the Company of all material conditions related to the initial fee. Discounts and rebates to customers are recognized as a reduction of sales and are provided for in the same period the related sales are recorded. Royalty income, ad fund income, and licensing fees are recognized on a monthly basis upon fulfillment of its contractual obligations based on the number of trucks used by franchisee.

The Company recognizes revenue when performance obligations under the terms of a contract with the customer are satisfied. Product sales occur once control is transferred upon delivery to the customer. Revenue is measured as the amount of consideration the Company expects to receive in exchange for transferring goods and services.

The following describes principal activities, separated by major product or service, from which the Company generates its revenues:

The Company recognizes initial franchise license fee revenue when the Company has performed substantially all the services required in the franchise agreement. The pre-opening services provided to franchisees contain separate and distinct performance obligations. The Company provides training services, which are not highly interrelated with the franchise license and is recognized as revenue when training services are substantially performed. Fees received that do not meet these criteria are recorded as deferred revenues and are amortized on a straight-line basis beginning at the site opening date through the term of the franchise agreement, which is typically 10 years. Franchise license renewal fees, which generally occur every 10 years, are billed before the renewal date. Fees received for future license renewal periods are amortized over the life of the renewal period.

Royalty income and ad fund income are recognized on a monthly basis upon fulfillment of its contractual obligations based on the number of trucks used by franchisee.

The disaggregation of revenue based on the timing of the transfer of goods or services is as follows:

	December 31, 2025	December 31, 2024
Services transferred over time	$ 7,525,416	$ 7,080,360
Products and services transferred at a point in time	564,575	496,218
Total	$ 8,089,991	$ 7,576,578

The Company does not have any significant financing components as payment is received at or shortly after the point of sale.

NOTE 2 — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Contract Balances

The Company capitalizes sales commission expenses within prepaid expenses and other current assets. These sales commissions are incremental costs the Company incurs to obtain contracts with its franchisees and are deferred and then amortized over the life of the franchise agreement. For the years ended December 31, 2025 and 2024, the Company recognized deferred sale commission of $347,491 and $442,130, respectively, within the prepaid expenses and other current assets. Expected amortization of deferred sales commissions are as follows:

2026	$ 105,162
2027	85,253
2028	58,565
2029	39,164
2030	20,656
Thereafter	38,691
Total	$ 347,491

Prepayments received from customers prior to the services being performed are recorded as deferred revenue. As of December 31, 2025 and 2024, deferred revenue was $5,041,077 and $4,466,341 respectively. Expected amortization of deferred revenue into income are as follows:

2026	$ 1,043,919
2027	768,961
2028	681,279
2029	619,298
2030	553,206
Thereafter	1,374,413
Total	$ 5,041,077

The beginning and ending contract balances were as follows:

	December 31, 2025	December 31, 2024	January 1, 2024
Deferred Revenue	$ 5,041,077	$ 4,466,341	$ 4,224,376

For the years ended December 31, 2025 and 2024, Company recognized $1,019,659 and $892,804, respectively, into revenue that was previously deferred.

Advertising Costs

Advertising and sales promotions costs are expensed when incurred. Advertising expenses for the years ended December 31, 2025 and 2024 amounted to approximately $1,326,500 and $1,543,400, respectively, and are reflected within general and administrative expenses in the statements of operations.

NOTE 2 — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Foreign Currency

The Company's functional currency is the U.S. dollar. Transaction gains and losses that arise from exchange rate fluctuations on transactions denominated in a currency other than the functional currency are included in the results of operations as incurred.

Software

Software is stated at fair value as a result of an acquisition or at cost, net of accumulated amortization. Amortization is computed using the straight-line method over an estimated useful life of three years.

Income Taxes

The Company is organized as a limited liability company under the provisions of the Internal Revenue Code of the United States. The Company has elected to be taxed as a corporation. In accordance with FASB ASC 740 Accounting for Income Taxes, GAAP prescribes the use of the asset and liability method whereby deferred tax asset and liability account balances are determined based on differences between the financial reporting and tax bases of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse.

The Company follows guidance regarding accounting for uncertainty in income taxes. This guidance clarifies the accounting for income taxes by prescribing the minimum recognition threshold an income tax position is required to meet before being recognized in the financial statements and applies to all income tax positions. Each income tax position is assessed using a two-step process. A determination is first made as to whether it is more likely than not that the income tax position will be sustained, based upon technical merits, upon examination by the taxing authorities.

If the income tax position is expected to meet the more likely than not criteria, the benefit recorded in the financial statement equals the largest amount that is greater than 50% likely to be realized upon its ultimate settlement.

Subsequent Events

For purposes of preparing these financial statements, the Company considered events through April 27, 2026, the date these financial statements were available for issuance.

NOTE 3 — SOFTWARE

Software is carried at cost, net of accumulated amortization, and consisted of the following:

	Years Ended December 31,	
	2025	2024
Software	$ 4,413	$ -
Less: accumulated amortization	1,143	-
Total software, net	$ 3,270	$ -

Amortization expense for the years ended December 31, 2025 and 2024 amounted to $1,143 and $0, respectively.

NOTE 4 — RELATED PARTIES TRANSACTIONS

Royalty and Management Fees

The Company and That Franchise Inc. (“TFI”), its sole member, entered into a Trademark License Agreement (the “TM Agreement”), in February 2011, whereby the Company has been granted the right to use the “Bin There…Dump That” name, trademarks and logos in the United States for an indefinite term until terminated by TFI. In consideration of the TM Agreement, the Company pays a licensing fee to TFI in an amount equal to 10% of all royalty fees received by the Company from its franchisees and licensees for the use of the name, trademarks and logos during the time the agreement is in effect.

In addition, the Company agreed to pay TFI a management fee each quarter for the use of TFI’s employee services based on hours worked on the Company. The payment for services to TFI is contingent upon cash requirements of the Company and is paid when the Company has adequate cash reserves. Also, the Company makes payments to TFI for commission and general and administrative expenses.

Affiliated Party Transactions

The Company made payments to TFI related to general and administrative expenses which were paid on behalf of the Company during the years ended December 31, 2025 and 2024. As of December 31, 2025 and 2024, the amount due to TFI is non-interest bearing and due on demand in the amount of $713,338 and $717,966, respectively, and is included in due to related parties on the balance sheet.

NOTE 4 — RELATED PARTIES TRANSACTIONS (Continued)

For the years ended for December 31, 2025 and 2024, expenses incurred from related parties were as follows:

	Years Ended December 31,	
	2025	2024
TFI		
Royalty fees	$ 586,622	$ 555,010
Management fees	3,000,000	3,000,000
Commission	135,676	144,882
General and Administrative	47,949	95,519
Total	$ 3,770,247	$ 3,795,411

NOTE 5 — INCOME TAXES

The provision for income tax expense is as follows:

	Years Ended December 31,	
	2025	2024
Current:		
Federal	$ 353,571	$ 153,913
State	66,015	26,296
	419,586	180,209
Deferred:		
Federal	29,937	27,629
State	6,574	7,126
	36,511	34,755
Income tax expense, net	$ 456,096	$ 214,964

NOTE 5 — INCOME TAXES (Continued)

A reconciliation of the expected income tax derived by the application of the 21% U.S. corporate income tax rate to the Company's net income before income tax is as follows:

	December 31,	
	2025	2024
U.S. statutory rate	21.00%	21.00%
State income taxes (net of federal benefit)	3.03%	3.26%
Permanent differences	0.20%	0.84%
Change in tax rates	0.12%	0.33%
Prior year true up	-0.25%	-0.44%
Other	0.00%	0.03%
State non-income taxes	0.09%	-
Effective tax rate	24.19%	25.02%

Deferred income taxes are provided for the temporary differences between the financial reporting basis and the tax basis of the Company’s assets and liabilities. The tax effects of temporary differences that give rise to significant portions of the deferred tax assets are presented below:

	December 31,	
	2025	2024
Deferred tax assets :		
Deferred revenue	$ 60,106	$ 102,219
Accrued royalties	140,974	134,658
Property, plant & equipment	(714)	-

The Company does not currently anticipate any significant increase or decrease in the total amount of unrecognized tax benefits within the next twelve months.

None of the Company's federal and state income tax returns are currently under examination by the Internal Revenue Service ("IRS") or state taxing authorities, however, fiscal years 2019 and later remain subject to examination.

BIN THERE USA, LLC

AUDITED FINANCIAL STATEMENTS

For the Years Ended December 31, 2024 and 2023

BIN THERE USA, LLC

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors and Sole Member of
Bin There USA, LLC

We have audited the accompanying financial statements of Bin There USA, LLC which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of operations, member's deficit, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Bin There USA, LLC as of December 31, 2024 and 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 audits in accordance with auditing standards generally accepted in the United States of America. 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 Bin There USA, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Management's Responsibility 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 Bin There USA, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibility

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 generally accepted auditing standards will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.
In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Bin There USA, LLC'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 Bin There USA, LLC'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.

New York, New York
April 28, 2025

FINANCIAL STATEMENTS

BIN THERE USA, LLC
BALANCE SHEETS

	December 31, 2024	December 31, 2023
ASSETS		
Current assets		
Cash	**$ 4,412,713**	$ 3,570,976
Prepaid commissions	**120,904**	137,140
Prepaid expenses	**39,117**	28,675
Accounts receivables	**89,301**	127,312
Prepaid taxes	**68,190**	183,151
Total current assets	**4,730,225**	4,047,254
Prepaid commissions - net of current	**321,226**	400,752
Deferred tax assets, net	**236,877**	271,632
Total assets	**$ 5,288,328**	$ 4,719,638
LIABILITIES AND MEMBER'S DEFICIT		
Current liabilities		
Deferred revenues - current	**$ 983,072**	$ 885,197
Due to related parties	**717,966**	622,323
Accrued expenses	**34,070**	37,283
Customer deposit payable	**86,000**	25,000
Accounts payable	**46,212**	39,753
Total current liabilities	**1,867,320**	1,609,556
Deferred revenue - non current	**3,483,269**	3,339,179
Total liabilities	**5,350,589**	4,948,735
Member's deficit:		
Member's capital	**100**	100
Accumulated deficit	**(62,361)**	(229,197)
Total member's deficit	**(62,261)**	(229,097)
Total liabilities and member's deficit	**$ 5,288,328**	$ 4,719,638

See notes to the financial statements.

BIN THERE USA, LLC
STATEMENTS OF OPERATIONS

	Years Ended December 31,	
	2024	**2023**
Revenues		
Royalty income	**$ 4,981,769**	$ 4,442,262
Other income	**1,644,691**	1,547,791
Initial franchise fees	**950,118**	794,634
Total revenues	**7,576,578**	6,784,687
Cost of revenues		
Franchise commission and royalty expense	**828,283**	677,860
Other costs	**23,444**	16,349
Total cost of revenues	**851,727**	694,209
Gross margin	**6,724,851**	6,090,478
Operating expenses		
Management fees	**3,000,000**	3,000,000
General and administrative	**2,711,210**	2,203,626
Total operating expenses	**5,711,210**	5,203,626
Operating income	**1,013,641**	886,852
Other income (loss)		
Foreign currency transaction income (loss), net	**(156,841)**	25,208
Income before income tax expense	**856,800**	912,060
Income tax expense	**214,964**	226,391
Net income	**$ 641,836**	$ 685,669

See notes to the financial statements.

BIN THERE USA, LLC
STATEMENTS OF MEMBER'S DEFICIT
Years Ended December 31, 2024 and 2023

	Member's Capital	Accumulated Income (Losses)	Total Member's (Deficit) Equity
Balance at January 1, 2023	$ 100	$ (249,866)	$ (249,766)
Issue of Dividend to TFI	-	(665,000)	(665,000)
Net income	-	685,669	685,669
Balance at December 31, 2023	100	(229,197)	(229,097)
Issue of Dividend to TFI	-	(475,000)	(475,000)
Net Income	-	641,836	641,836
Balance at December 31, 2024	**$ 100**	**$ (62,361)**	**$ (62,261)**

See notes to the financial statements.

BIN THERE USA, LLC
STATEMENTS OF CASH FLOWS

	Years Ended December 31, 2024	2023
OPERATING ACTIVITES		
Net income	**$ 641,836**	$ 685,669
Adjustments to reconcile net income to net cash provided by operating activities		
Expenses paid on behalf of the Company by its sole member and related parties	**717,966**	622,323
Deferred income tax	**34,755**	39,865
Changes in assets and liabilites:		
Accounts receivable	**38,011**	(11,443)
Prepaid taxes	**114,961**	(39,276)
Prepaid expenses	**(10,442)**	2,241
Prepaid commissions	**16,236**	17,424
Accounts payable	**6,459**	15,856
Customer deposit payable	**61,000**	(25,000)
Accrued expenses	**(3,213)**	(2,324)
Deferred revenue	**97,875**	(7,305)
Prepaid expenses - non current	**79,526**	137,706
Deferred revenue - non current	**144,090**	(46,132)
Net cash provided by operating activities	**1,939,060**	1,389,604
FINANCING ACTIVITES		
Issue of Dividend to TFI	**(475,000)**	(665,000)
Payments to sole member for expenses paid on behalf of the Company	**(622,323)**	(558,897)
Net cash used in financing activities	**(1,097,323)**	(1,223,897)
NET INCREASE IN CASH	**841,737**	165,707
CASH, beginning	**3,570,976**	3,405,269
CASH, ending	**$ 4,412,713**	$ 3,570,976
SUPPLEMENTAL CASH FLOW INFORMATION:		
Income tax payments	**$ 65,249**	$ 225,802

See notes to the financial statements.

BIN THERE USA, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024 and 2023

NOTE 1 — NATURE OF BUSINESS AND ORGANIZATION

Bin There USA, LLC (the "Company") was organized as a limited liability company pursuant to the laws of the State of Delaware on December 28, 2010. The Company's headquarters are located in Ontario, Canada.

The Company is an enterprise primarily engaged in the business of providing waste removal and other disposal service franchises under its "Bin There…Dump That" ("BTDT") trademark brand. The Company filed Uniform Franchise Registration Applications for licenses and is approved to sell franchises in several states in the United States.

The initial investment necessary for a franchisee to purchase and begin operations of a BTDT franchise ranges from approximately $116,200 to $235,400. This includes an initial franchise fee ranging from $29,000 to $55,000, depending on the population in the franchisee's territory. The additional investment necessary includes the following: training fees; initial purchases of products; security deposits to obtain business premises; purchase of vehicles; opening inventory; insurance; licensing and legal expenses; and additional working capital expected to be used in the first three months of operations.

NOTE 2 — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP) and accordingly reflect all significant receivables, payables, and other liabilities. Revenues are recorded in the period in which performance obligations are satisfied, and expenses are recorded in the period incurred.

Cash

The Company places its cash with high credit quality financial institutions in the United States and Canada. At times, balances on deposit with financial institutions may exceed the FDIC ($250,000) or Canadian Deposit Insurance Corporation (CA$100,000) insurance coverage. As of December 31, 2024 and 2023, approximately $4,091,600 and $3,244,100 of cash deposits were in excess of insured amounts, respectively.

Accounts Receivable

Accounts receivables arise in the normal course of business. Accounts receivables are stated at amounts due from customers in the period services are provided to customers or when the right to consideration is unconditional. The Company evaluates the status of past due customer invoices based on the customer's history and financial condition. As of December 31, 2024 and 2023, there are no customer accounts deemed uncollectible.

NOTE 2 — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Financial Instruments – Credit Losses

The Company's receivables are primarily derived from amounts owed from franchisees. The Company calculates an expected allowance for credit losses that is updated to reflect any changes in credit risk since the receivable was initially recorded. The estimated allowance for credit losses is based on historical, current, and expected future conditions. The historical component is derived from a review of the Company's historical losses relative to gross receivables. The current and expected future economic conditions are not expected to change significantly as compared with the economic conditions included in the historical information. Given historically low write-offs, the Company has not recorded an allowance for credit losses as of December 31, 2024 and 2023 related to their accounts receivable.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue Recognition

The Company generates revenue primarily from two sources (1) Initial franchise fee revenue, net of discounts, (2) royalty income, and (3) licensing fees. Initial franchise fees related to sales of franchises are recognized as revenue upon substantial performance by the Company of all material conditions related to the initial fee. Discounts and rebates to customers are recognized as a reduction of sales and are provided for in the same period the related sales are recorded. Royalty income and licensing fees are recognized on a monthly basis upon fulfillment of its contractual obligations based on the number of trucks used by franchisee.

The Company recognizes revenue when performance obligations under the terms of a contract with the customer are satisfied. Product sales occur once control is transferred upon delivery to the customer. Revenue is measured as the amount of consideration the Company expects to receive in exchange for transferring goods and services.

The following describes principal activities, separated by major product or service, from which the Company generates its revenues:

NOTE 2 — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition (Continued)

The Company recognizes initial franchise license fee revenue when the Company has performed substantially all the services required in the franchise agreement. The pre-opening services provided to franchisees contain separate and distinct performance obligation. The Company provides training services, which are not highly interrelated with the franchise license and is recognized as revenue when training services are substantially performed. Fees received that do not meet these criteria are recorded as deferred revenues and are amortized on a straight-line basis beginning at the site opening date through the term of the franchise agreement, which is typically 10 years. Franchise license renewal fees, which generally occur every 10 years, are billed before the renewal date. Fees received for future license renewal periods are amortized over the life of the renewal period.

Royalty income is recognized on a monthly basis upon fulfillment of its contractual obligations based on the number of trucks used by franchisee.

The disaggregation of revenue based on the timing of the transfer of goods or services is as follows:

	December 31, 2024	December 31, 2023
Services transferred over time	$ 7,080,360	$ 6,227,438
Products and services transferred at a point in time	496,218	557,249
Total	$ 7,576,578	$ 6,784,687

Contract Balances

The Company capitalizes sales commission expenses within prepaid expenses and other current assets. These sales commissions are incremental costs the Company incurs to obtain contracts with its franchisees and are deferred and then amortized over the life of the franchise agreement. For the years ended December 31, 2024 and 2023, the Company recognized deferred sale commission of $442,130 and $537,892, respectively, within the prepaid expenses and other current assets. Expected amortization of deferred sales commissions are as follows:

2025	$ 120,904
2026	103,899
2027	83,909
2028	57,221
2029	37,124
Thereafter	39,074
Total	$ 442,130

NOTE 2 — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Contract Balances (Continued)

Prepayments received from customers prior to the services being performed are recorded as deferred revenue. As of December 31, 2024 and 2023, deferred revenue was $4,466,341 and $4,224,376 respectively. Expected amortization of deferred revenue into income are as follows:

2025	$ 983,072
2026	708,366
2027	630,207
2028	542,525
2029	478,948
Thereafter	1,123,223
Total	$ 4,466,341

The beginning and ending contract balances were as follows:

	December 31, 2024	December 31, 2023	January 1, 2023
Deferred Revenue	$ 4,466,341	$ 4,224,376	$ 4,277,813

Advertising Costs

Advertising and sales promotions costs are expensed when incurred. Advertising expenses for the years ended December 31, 2024 and 2023 amounted to approximately $1,543,400 and $1,120,500, respectively, and are reflected within general and administrative expenses in the statements of operations.

Foreign Currency

The Company's functional currency is the U.S. dollar. Transaction gains and losses that arise from exchange rate fluctuations on transactions denominated in a currency other than the functional currency are included in the results of operations as incurred.

Income Taxes

The Company is organized as a limited liability company under the provisions of the Internal Revenue Code of the United States. The Company has elected to be taxed as a corporation. In accordance with FASB ASC 740 Accounting for Income Taxes, GAAP prescribes the use of the asset and liability method whereby deferred tax asset and liability account balances are determined based on differences between the financial reporting and tax bases of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse.

NOTE 2 — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes (Continued)

The Company follows guidance regarding accounting for uncertainty in income taxes. This guidance clarifies the accounting for income taxes by prescribing the minimum recognition threshold an income tax position is required to meet before being recognized in the financial statements and applies to all income tax positions. Each income tax position is assessed using a two-step process. A determination is first made as to whether it is more likely than not that the income tax position will be sustained, based upon technical merits, upon examination by the taxing authorities.

If the income tax position is expected to meet the more likely than not criteria, the benefit recorded in the financial statement equals the largest amount that is greater than 50% likely to be realized upon its ultimate settlement.

Subsequent Events

For purposes of preparing these financial statements, the Company considered events through April 28, 2025, the date these financial statements were available for issuance.

NOTE 3 — RELATED PARTIES TRANSACTIONS

Royalty and Management Fees

The Company and That Franchise Inc. (“TFI”), its sole member, entered into a Trademark License Agreement (the “TM Agreement”), in February 2011, whereby the Company has been granted the right to use the “Bin There…Dump That” name, trademarks and logos in the United States for an indefinite term until terminated by TFI. In consideration of the TM Agreement, the Company pays a licensing fee to TFI in an amount equal to 10% of all royalty fees received by the Company from its franchisees and licensees for the use of the name, trademarks and logos during the time the agreement is in effect.

In addition, the Company agreed to pay TFI a management fee each quarter for the use of TFI’s employee services based on hours worked on the Company. The payment for services to TFI is contingent upon cash requirements of the Company and is paid when the Company has adequate cash reserves. Also, the Company makes payments to TFI for commission and general and administrative expenses.

Affiliated Party Transactions

The Company made payments to TFI related to general and administrative expenses which were paid on behalf of the Company during the years ended December 31, 2024 and 2023. As of December 31, 2024 and 2023, the amount due to TFI is non-interest bearing and due on demand in the amount of $708,161 and $622,323, respectively, and is included in due to related parties on the balance sheet.

BIN THERE USA, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024 and 2023

NOTE 3 — RELATED PARTIES TRANSACTIONS

For the years ended for December 31, 2024 and 2023, expenses incurred from related parties were as follows:

	Years Ended December 31,	
	2024	2023
TFI		
Royalty fees	$ 555,010	$ 486,500
Management fees	3,000,000	3,000,000
Commission	144,882	158,952
General and Administrative	95,519	24,552
Total	$ 3,795,411	$ 3,670,004

NOTE 4 — INCOME TAXES

The provision for income tax expense is as follows:

	Years Ended December 31,	
	2024	2023
Current:		
Federal	$ 153,914	$ 157,753
State	26,296	28,773
	180,210	186,526
Deferred:		
Federal	27,629	35,804
State	7,126	4,061
	34,755	39,865
Income tax expense, net	$ 214,965	$ 226,391

BIN THERE USA, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024 and 2023

NOTE 4 — INCOME TAXES (Continued)

A reconciliation of the expected income tax derived by the application of the 21% U.S. corporate income tax rate to the Company's net income before income tax is as follows:

	December 31,	
	2024	2023
U.S. statutory rate	21.00%	21.00%
State income taxes (net of federal benefit)	3.26%	3.52%
Permanent differences	0.84%	0.75%
Change in tax rates	0.33%	-0.21%
Prior year true up	-0.44%	-0.19%
Other	0.03%	0.01%
Effective tax rate	25.02%	24.88%

Deferred income taxes are provided for the temporary differences between the financial reporting basis and the tax basis of the Company’s assets and liabilities. The tax effects of temporary differences that give rise to significant portions of the deferred tax assets are presented below:

	December 31,	
	2024	2023
Deferred tax assets :		
Deferred revenue	$ 102,219	$ 152,352
Accrued royalties	134,658	119,280
Total deferred tax asset	$ 236,877	$ 271,632

The Company does not currently anticipate any significant increase or decrease in the total amount of unrecognized tax benefits within the next twelve months.

None of the Company's federal and state income tax returns are currently under examination by the Internal Revenue Service ("IRS") or state taxing authorities, however, fiscal years 2019 and later remain subject to examination.

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- **e.** Bin There Dump That Delivery Expert Orientation Guide
- **f.** Bin There Dump That Delivery Expert 10 Day Training Agenda
- **g.** Bin There Dump That Delivery Expert Hiring & Training Process
- **h.** Digital Marketing Specialist Guide
- **i.** Google Business Profile Guide
- **j.** Bin There Dump That Brand Guidelines
- **k.** BTDT Offline Tool Kit
- **l.** BTDT National Relationships List
- **m.** Bin There Dump That Pre- Opening Manual
- **n.** Keystone Helplines Poster
- **o.** Bin There Dump That – Bin Unloading Guide
- **p.** BTDT Bin Refurbishing Guide
- **q.** Bin There Dump That Resale Guide
- **r.** Bin Protection Board Template
- **s.** Bin Tracker Manual
- **t.** Samsara Hotline Poster
- **u.** Truck & Bin Decal Requirements
- **v.** Stellar Parts & Service Hotline Poster
- **w.** Toolbox Talks
- **x.** Safe Operating Procedures
- **y.** BTDT Fleet Policy
- **z.** BTDT Health & Safety Manual

Exhibit H

State-Specific Disclosures

California Disclosure

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043, the Disclosure Document for Bin There USA, LLC in connection with the offer and sale of franchises for use in the State of California shall be amended to include the following:

1. Our website, www.bintheredumpthat.com, has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of the website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

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

3. SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

4. YOU MUST SIGN A GENERAL RELEASE IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE § 31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE §§ 31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE § 20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE §§ 20000 THROUGH 20043).

5. The State Cover Page is amended to include the following additional Risk Factor:
1
ALL THE OWNERS OF THE FRANCHISE WILL BE REQUIRED TO EXECUTE PERSONAL GUARANTEES. THIS REQUIREMENT PLACES THE PERSONAL AND MARITAL ASSETS OF THE FRANCHISE OWNER(S) AT RISK.
2

6. In Item 3, "Litigation," shall be amended by the addition of the following paragraphs:

Pursuant to California law, this Item does not include any information regarding the arrest of any person(s) that did not result in a conviction or plea of nolo contendere.

Neither we, nor any person identified in Item 2 above, 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, 15 U.S.C. § 78a, et seq.) suspending or expelling such person from membership in such association or exchange.

7. Item 5 is amended to disclose that we will not collect the Deposit until after the franchisee has had the FDD for at least 14 days.

8. Item 6 is amended to disclose that the highest interest rate currently allowed in California is 10% annually.

9. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraph(s) at the conclusion of the Item:

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. § 101, et seq.).

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

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

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

10. The financial performance representation does not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business. Franchisees or former franchisees, listed in the Franchise Disclosure Document, may be one source of this information.

11. 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.

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 registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

Hawaii Disclosure

The following paragraphs are to be added in the state cover page:

THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE COMMISSIONER OF SECURITIES, DEPARTMENT 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 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, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, AND THIS ADDENDUM, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS ADDENDUM AND THE DISCLOSURE DOCUMENT CONTAIN 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 FRANCHISEE.

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the Disclosure Document for Bin There USA, LLC in connection with the offer and sale of franchises for use in the State of Hawaii shall be amended to include the following:

1. Item 20 "List of Outlets," shall be amended by the addition of the following paragraph:

> This proposed registration is effective/exempt from registration or will shortly be on file in California, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas, Utah, Virginia, Washington, and Wisconsin. No states have refused, by order or otherwise, to register these franchises. No states have revoked or suspended the right to offer these franchises. The proposed registration of these franchises has not been involuntarily withdrawn in any state.

2. Each provision of this Addendum to the Disclosure document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., are met independently without reference to this Addendum to the Disclosure document.

Illinois Disclosure

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44 the Disclosure Document for Bin There USA, LLC for use in the State of Illinois shall be amended as follows:

Illinois law governs the Franchise Agreement.

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

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

No statement, questionnaire, or 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.

We will defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchshior until the franchisor has completed its pre-opening obligations under the franchise agreement and franchisee has commenced doing business. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

Each provision of this addendum will be effective only to the extent the Illinois Franchise Disclosure Act requirements necessitating the language remain in effect, and not just because this addendum has been provided to you.

Maryland Disclosure

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the Disclosure Document for Bin There USA, LLC for use in the State of Maryland shall be amended as follows:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," is amended by the addition of the following language:

> The general releases required for renewal or transfer will not apply with respect to any claim you may have which arises under the Maryland Franchise Registration and Disclosure Law. See Exhibit K of the disclosure document for additional information regarding the release.
>
> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
>
> The Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," is amended by the addition of the following language to the summary of Provision “h”:

> Termination upon bankruptcy may not be enforceable under federal bankruptcy law, 11 U.S.C. Section 101 et seq.

1. 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.

Michigan Disclosure

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

(A) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.

(B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.

(C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISION OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 30 DAYS, TO CURE SUCH FAILURE.

(D) A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE, AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISE BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (i) THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, ADVERTISING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST 6 MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.

(E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.

(F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.

(G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:

(i) THE FAILURE OF THE PROPOSED FRANCHISEE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.

(ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.

(iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.

(iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.

(H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).

(I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.

* * * *

2. 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.

* * * *

3.

4. IF THE FRANCHISOR'S MOST RECENT FINANCIAL STATEMENTS ARE UNAUDITED AND SHOW A NET WORTH OF LESS THAN $100,000.00, THE FRANCHISOR MUST, AT THE REQUEST OF THE FRANCHISEE, ARRANGE FOR THE ESCROW OF INITIAL INVESTMENT AND OTHER FUNDS PAID BY THE FRANCHISEE UNTIL THE OBLIGATIONS 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.

* * * *

5. THE NAME AND ADDRESS OF THE FRANCHISOR'S AGENT IN THIS STATE AUTHORIZED TO RECEIVE SERVICE OF PROCESS IS: DEPT. OF ENERGY, LABOR, & ECONOMIC GROWTH, CORPORATIONS DIVISION, P.O. BOX 30054, LANSING, MICHIGAN 48909; 7150 HARRIS DRIVE, LANSING, MICHIGAN 48909.

♦

♦ **ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:**

♦ **DEPARTMENT OF THE ATTORNEY GENERAL'S OFFICE**
♦ **CONSUMER PROTECTION DIVISION**
♦ **ATTN: FRANCHISE**
♦ **670 G. MENNEN WILLIAMS BUILDING**
♦ **LANSING, MICHIGAN 48913**
(517) 373-7117

NOTE: NOTWITHSTANDING PARAGRAPH (F) ABOVE, WE INTEND TO, AND YOU AGREE THAT WE AND YOU WILL, ENFORCE FULLY THE PROVISIONS OF THE ARBITRATION SECTION OF OUR AGREEMENTS. WE BELIEVE THAT PARAGRAPH (F) IS UNCONSTITUTIONAL AND CANNOT PRECLUDE US FROM ENFORCING THE ARBITRATION PROVISIONS.

Minnesota Disclosure

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat. § 80C., and of the Rules and Regulations promulgated thereunder by the Commissioner of Commerce, the Disclosure Document for Bin There USA, LLC for use in the State of Minnesota shall be amended as follows:

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

a. 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.

b. 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.

c. 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.

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

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

f. 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.

g. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

2. 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.

3. Each provision of this addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commission of Commerce are met independently without reference to this addendum to the disclosure document.

New York Disclosure

ADDITIONAL RISK FACTORS:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT B 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 DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. 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 PROSPECTUS.

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs. tit. 13, §§ 200.1 through 201.16), the Disclosure Document for Bin There USA, LLC for use in the State of New York shall be amended as follows:

1. Item 3, "Litigation," shall be deleted in its entirety, and the following Item 3 shall be substituted in its place:

Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, 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.

Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-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.

Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, 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.

2. Item 4, “Bankruptcy” shall be deleted in its entirety, and the following Item 4 shall be substituted in its place:

Neither we, nor our predecessor or affiliate, nor any of our or their officers or general partners, during the 10-year period immediately before the date of the disclosure document: (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 the officer or general partner of the franchisor held this position in the company or partnership.

3. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by deleting “d” and “j” and the following new “d” and “j” shall be substituted in its place:

Provision	Selection in Franchise Agreement	Summary
d. Termination by you	1.2	If you, after exerting your best efforts, cannot obtain the requisite governmental approvals, permits and certificates. Pursuant to New York General Business Law, the franchisee may terminate the Agreement upon any grounds available by law.
j. Assignment of contract by us	16.1	No restrictions on our right to assign. No assignment will be made except to an assignee who, in Franchisor’s judgment, is willing and able to assume the Franchisor’s obligation under the Franchise Agreement.

Provision	Selection in Area Development Agreement	Summary
d. Termination by you	Not Applicable	Not Applicable
j. Assignment of contract by us	11.1	There are no restrictions on our right to assign our rights in the Area Development Agreement. No assignment will be made except to an assignee who, in Franchisor’s judgment, is willing and able to assume the Franchisor’s obligation under the Area Development Agreement.

STATEMENT OF DISCLOSURE DOCUMENT ACCURACY

THE FRANCHISOR REPRESENTS THAT THIS DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

North Dakota Disclosure

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, and the policies of the office of the State of North Dakota Securities Commission, the disclosure document for Bin There USA, LLC shall be amended by the addition of the following language:

1. The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

A. Restrictive Covenants: Franchise disclosure documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

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

C. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

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

E. Applicable Laws: Franchise agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

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

G. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

I. Limitation of Claims: Requiring that North Dakota franchisees to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

J. Enforcement of Agreement: Requiring that North Dakota franchisees 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.

2. Item 5, "Initial Fees," and Item 7, “Estimated Initial Investment,” are amended by the addition of the following language:

The State of North Dakota Securities Commission requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the

franchisor until all initial obligations owed to franchisee under the franchise agreement or other documents have been fulfilled by the franchisor and the franchisee has commenced doing business pursuant to the franchise agreement.

3. 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.

4. Each provision of this addendum to the disclosure document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-1 through 51-19-17, are met independently without reference to this addendum to the disclosure document.

Rhode Island Disclosure

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19 28.1-1 through 19-28.1-34 the Disclosure Document for Bin There USA, LLC for use in the State of Rhode Island shall be amended to include the following:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following:

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

2. This addendum to the disclosure document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this addendum to the disclosure document.

Virginia Disclosure

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, Item 17 of the Franchise Disclosure Document of Bin There USA, LLC shall be amended as follows:

Item 5, "Initial Fees," and Item 7, “Estimated Initial Investment,” are amended by the addition of the following language:

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

Item 17, Additional Disclosure. The following statement is added to Item 17.h:

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

Washington Disclosure

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.180, the Disclosure Document for Bin There USA, LLC in connection with the offer and sale of franchises for use in the State of Washington shall be amended to include the following:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraphs at the conclusion of the Item:

The state of Washington has a statute, RCW 19.100.180, which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination, renewal and transfer of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination, renewal and transfer of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

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

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

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

2. Item 21 of the FDD is supplemented with the inclusion of our audited financial statements for the period ended April 30, 2020, which are attached to this Washington addendum to the Disclosure Document for Bin There USA, LLC.

3. Each provision of this addendum to the disclosure document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.180, are met independently without reference to this addendum to the disclosure document.

Exhibit I

State-Specific Agreement Amendments

California Franchise Agreement Amendment

In recognition of the requirements of California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043, the parties to the attached Bin There USA, LLC Franchise Agreement (the "Agreement") agree as follows:

1. For franchisees operating outlets located in California, the 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.

2. 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.

3. Section 19.3 of the Franchise Agreement is removed.

4. This Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the California Franchise Investment Law are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this California amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Bin There USA, LLC Franchisor	_____ Franchisee Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Hawaii Franchise Agreement Amendment

In recognition of the requirements of Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the parties to the attached Bin There USA, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 1.6 (h) of the Agreement, under the heading "Grant, Term and Renewal," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in its place:

> 1.6 (h) Franchisee and each of the Principals shall have executed, at the time of such renewal, a general release of any claims they may have against Franchisor, and the officers, directors, agents and employees of Franchisor, in form and terms prescribed by Franchisor; excluding only such claims as Franchisee may have under the Hawaii Franchise Investment Law.

2. Section 16.4 (b) (i) of the Agreement, under the heading "Assignment," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in its place:

> 16.4 (b) (i) a general release of any claims they may have against the Franchisor, its affiliates and their officers, directors, agents and employees of Franchisor, excluding only such claims as Franchisee may have under the Hawaii Franchise Investment Law.

3. Section 15, under the heading "Effect of Termination," shall be amended by the addition of the following:

> Notwithstanding anything to the contrary in this Section 15, Franchisor shall comply with Hawaii law which currently requires that Franchisor compensate Franchisee upon termination or refusal to renew the franchise for the fair market value, at the time of the termination or expiration of the franchise, of any inventory, supplies, equipment and furnishings which were purchased from Franchisor or a supplier designated by Franchisor. Personalized materials which have no value to Franchisor need not be compensated for. If Franchisor refuses to renew a franchise for the purpose of converting Franchisee's business to one owned and operated by Franchisor, Franchisor, in addition, must compensate Franchisee for the loss of goodwill. Franchisor may deduct reasonable costs incurred in removing, transporting and disposing of Franchisee's inventory, supplies, equipment and furnishings pursuant to these requirements, and may offset any moneys due Franchisor.

4. This Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Hawaii amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Bin There USA, LLC Franchisor	_____ Franchisee Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Illinois Franchise Agreement Amendment

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached Bin There USA, LLC Franchise Agreement (the "Agreement") agree as follows:

Illinois law governs the Franchise Agreement.

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

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

No statement, questionnaire, or 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.

We will defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchshior until the franchisor has completed its pre-opening obligations under the franchise agreement and franchisee has commenced doing business. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

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

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Illinois amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Bin There USA, LLC Franchisor	_____ Franchisee Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Maryland Franchise Agreement Amendment

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Bin There USA, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 1.6 (h) of the Agreement, under the heading "Grant, Term and Renewal," is amended by adding the following language at the end of the sentence:

The general release required as a condition of renewal shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Section 16.4 (b) (i) of the Agreement, under the heading "Assignment," is amended by adding the following language at the end of the sentence:

The general release required as a condition of assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Section 18.14 of the Agreement, under the heading "General Contract Provisions," is amended by adding the following language at the end of the paragraph:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

Any limitation on the period of time mediation and/or litigation claims must be brought shall not act to reduce the 3 year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law.

4. Section 19.3 of the Agreement, under the heading “Acknowledment,” is deleted in its entirety.

5. Section 19 of the Agreement, under the heading "Acknowledgment," is amended by the addition of the following:

The acknowledgments above are not intended to nor will they act as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.

6. The Agreement is amended by the addition of the following:

Any general release required a condition of obtaining a refund of the deposit and/or initial fees shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

7. 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.

8. Each provision of this amendment will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Maryland amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Bin There USA, LLC Franchisor	_____ Franchisee Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Minnesota Franchise Agreement Amendment

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat. § 80C., and of the Rules and Regulations promulgated thereunder by the Commissioner of Commerce, the parties to the attached Bin There USA, LLC Franchise Agreement (the "Agreement") agree as follows:

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

a. 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.

b. 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.

c. 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.

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

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

f. 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.

g. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

2. 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.

3. Each provision of this amendment will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Act are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Minneosta amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Bin There USA, LLC Franchisor	_____ Franchisee Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

New York Franchise Agreement Amendment

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached Bin There USA, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 1.6 (h) of the Agreement, under the heading "Grant, Term and Renewal," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in its place:

> 1.6 (h) Franchisee and each of the Principals shall have executed, at the time of such renewal, a general release of any claims they may have against Franchisor, and the officers, directors, agents and employees of Franchisor, in form and terms prescribed by Franchisor; provided, however, that all rights enjoyed by Franchisee and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied.

2. Section 16.4 (b) (i) of the Agreement, under the heading "Assignment," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in its place:

> 16.4 (b) (i) a general release of any claims they may have against the Franchisor, its affiliates and their officers, directors, agents and employees of Franchisor; provided, however, that all rights enjoyed by the transferor and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied;

3. Sections 18.12 and 18.16 of the Agreement, under the heading "General Contract Provisions," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in its place:

> 18.12 Nothing herein contained shall bar the right of Franchisor or Franchisee to seek injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.
>
> 18.16 Franchisee shall pay to Franchisor all damages, costs and expenses (including without limitation reasonable attorneys' fees) that Franchisor incurs subsequent to the termination or expiration of the franchise granted under this Agreement in: (a) seeking injunctive or other relief for the enforcement of any provisions of this Agreement (including without limitation Article 8 above); and/or (b) successfully defending a claim that Franchisor defrauded Franchisee into signing this Agreement, that the provisions of this Agreement are not fair, were not properly entered into, and/or that the terms of this Agreement do not govern the parties' relationship.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this New York amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Bin There USA, LLC Franchisor	_____ Franchisee Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

North Dakota Franchise Agreement Amendment

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, and the policies of the office of the State of North Dakota Securities Commission, the parties to the attached Bin There USA, LLC Franchise Agreement (the "Agreement") agree as follows:

1. The Franchise Agreement shall be amended by the addition of the following:

The parties acknowledge and agree that they have been advised that the North Dakota Securities Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota franchisees:

A. Restrictive Covenants: Franchise disclosure documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

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

C. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

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

E. Applicable Laws: Franchise agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

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

G. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

I. Limitation of Claims: Requiring that North Dakota franchisees to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

J. Enforcement of Agreement: Requiring that North Dakota franchisees 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.

2. Section 11.1 of the Agreement shall be amended by the addition of the following language:

The State of North Dakota Securities Commission requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until all initial obligations owed to franchisee under the franchise agreement or other documents have been fulfilled by the franchisor and the franchisee has commenced doing business pursuant to the franchise agreement.

3. 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.

4. Each provision of this amendment will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this North Dakota amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Bin There USA, LLC Franchisor	_____ Franchisee Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Rhode Island Franchise Agreement Amendment

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19 28.1-1 through 19-28.1-34, the parties to the attached Bin There USA, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 18 of the Agreement, under the heading "General Contract Provisions," shall be amended by the addition of the following:

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

2. This amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rhode Island amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Bin There USA, LLC Franchisor	_____ Franchisee Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Virginia Franchise Agreement Amendment

In recognition of the requirements contained in Section 13.1-564 of the Virginia Retail Franchising Act, the parties to the attached Bin There USA, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 11.1 of the Agreement shall be amended by the addition of the following language:

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

2. For franchises that are entered into on or after July 1, 2026, the following is added to the Franchise Agreement:

> Notwithstanding anything contrary in this Agreement, in recognition of the requirements of Va. Code Section 13.1-564, Virginia law will govern the terms of this Agreement.

3. For franchises that are entered into on or after July 1, 2026, the following is added to the Franchise Agreement:

> Under the Virginia Retail Franchising Act, Va. Code Section 13.1-563(A)(4), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, the Act provides in Va. Code Section 13.1-563(B) that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

IN WITNESS WHEREOF, we and you agree to be bound by the terms of this Amendment to be effective as of the Effective Date of the Franchise Agreement.

Bin There USA, LLC	_____
Franchisor	Franchisee
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Washington Franchise Agreement Amendment

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, the parties to the attached Bin There USA, LLC Franchise Agreement (the "Agreement") agree as follows:

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

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

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

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

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

7. 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.

8. Each provision of this addendum to the disclosure document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the

Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.180, are met independently without reference to this amendmnet.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Washington amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Bin There USA, LLC Franchisor	_____ Franchisee Entity
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

EXHIBIT J
GENERAL RELEASE

The following is our current general release that we expect to include in a release that a franchisee and/or transferor may sign as part of a renewal or an approved transfer. We have to the right to periodically modify this release.

THIS GENERAL RELEASE ("Release") is executed on _____ by _____ ("Franchisee") and _____ ("Guarantors") as a condition of: transfer or renewal of the Bin There USA, LLC Franchise Agreement dated _____ ("Franchise Agreement") between Franchisee and Bin There USA, LLC ("BTU").

1. Release by Franchisee and Guarantors. Franchisee (if Franchisee is an entity, on behalf of itself and its parent, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities and, if Franchisee is an individual, on behalf of himself/herself and his/her heirs, representatives, successors and assigns) and Guarantors (on behalf of themselves and their respective heirs, representatives, successors and assigns) (collectively, "Releasors") freely and without any influence forever release BTU and its parent, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities (collectively "Releasees") with respect to any and all claims, demands, liabilities and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected (collectively, "Claims"), which any Releasor ever owned or held, now owns or holds or may in the future own or hold, including, without limitation, claims arising under federal, state and local laws, rules and ordinances and claims arising out of, or relating to the Franchise Agreement and all other agreements between any Releasor and any Releasee, arising out of, or relating to any act, omission or event occurring on or before the date of this Release, unless prohibited by applicable law.

2. Risk of Changed Facts. Franchisee and Guarantors understand that the facts in respect of which the Release in Section 1 is given may turn out to be different from the facts now known or believed by them to be true. Franchisee and Guarantors hereby accept and assume the risk of the facts turning out to be different and agree that the Release shall nevertheless be effective in all respects and not subject to termination or rescission by virtue of any such difference in facts.

3. No Prior Assignment. Franchisee and Guarantors represent and warrant that the Releasors are the sole owners of all Claims and rights released in Section 1 and that Releasors have not assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim released under Section 1.

4. Covenant Not to Sue. Franchisee and Guarantors (on behalf of the Releasors) covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any person or entity released under Section 1 with respect to any Claim released under Section 1.

5. Complete Defense. Franchisee and Guarantors: **(A)** acknowledge that this Release shall be a complete defense to any Claim released under Section 1; and **(B)** consent to the entry of a temporary or permanent injunction to prevent or end the assertion of any such Claim.

6. Successors and Assigns. This Release will inure to the benefit of and bind the successors, assigns, heirs and personal representatives of BTU and each Releasor.

7. Third Party Beneficiary. Franchisee and Guarantors acknowledge that BTU and its parents, affiliates, and subsidiaries shall be third party beneficiaries under this General Release with the right to enforce the terms of this General Release.

8. Construction. Franchisee and Guarantors acknowledge and agree that they have been represented by independent counsel of their own choice throughout all negotiations which preceded the execution of this Release, and that they have executed this Release with the consent and upon the advice of said independent counsel. The masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular to refer to and include the plural, and vice versa.

9. Enforcement. This Release and all claims relating to this Release shall be governed by and construed under the law of the State of New York. Franchisee and Guarantor shall file any controversy or claim whatsoever arising out of or relating to this Release or the enforcement of the promises in this Release or with regard to the interpretation, formation, or breach of this Release in the court where BTU's principal offices are located. BTU may file any controversy or claim whatsoever arising out of or relating to this Release or the enforcement of the promises in this Release or with regard to the interpretation, formation, or breach of this Release in the court where its principal offices are located, where Franchisee resides or does business, or where the claim arose.

10. Confidentiality. The terms of this Release shall remain confidential and may not be disclosed except when and to the extent necessary to comply with applicable federal, state, or local laws, court orders or regulations.

11. This general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

[Remainder of page left blank]

IN WITNESS WHEREOF, Franchisee and Guarantors have executed this Release as of the date shown above.

ATTEST:

By: _____

Print Name: _____

WITNESS:

_____

Print Name: _____

WITNESS:

_____

Print Name: _____

WITNESS:

_____

Print Name: _____

FRANCHISEE:
(IF FRANCHISEE IS AN ENTITY)

By: _____

Print Name:_____

Title_____

Date:_____

(IF FRANCHISEE IS AN INDIVIDUAL)

_____
[Signature]

_____

_____
[Print Name]

Dated: _____

_____

GUARANTOR:

_____

Date: _____

GUARANTOR:

_____

Date: _____

STATE EFFECTIVE DATES

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

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

STATES	EFFECTIVE DATE
California	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Wisconsin	Pending

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

Exhibit K
Receipts

ITEM 23 • RECEIPTS
(Exhibit K)

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

If Bin There USA, LLC offers you a franchise, it must provide this disclosure document to you (a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or (b) under New York law, if applicable, at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or (c) Iowa requires that we give you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship, or (d) Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Bin There USA, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agencies listed in Exhibit B.

The franchisor is Bin There USA, LLC, located at 2010 Winston Park Drive, Suite 300, Oakville, Ontario, L6H 5R7, Canada (tel-905.582.1234).

Issuance date: April 29, 2026.

The franchise sellers are: Stu Benedict of Bin There USA, LLC at 2010 Winston Park Drive, Suite 300, Oakville, Ontario, L6H 5R7, Canada (tel-905.582.1234).

Any additional individual franchise sellers involved in offering the franchise are:

_____

Bin There USA, LLC authorizes the respective state agencies identified on Exhibit C to receive service of process for it in the particular state.

I received a Franchise Disclosure Document dated April 29, 2026 that included the following Exhibits:

A-1 Franchise Agreement and Exhibits
A-2 Deposit Agreement
B List of State Administrators
C Agents for Service of Process
D List of Current and Former BTDT Business Franchisees
E List of Company-Owned BTDT Businesses
F Financial Statements
G Table of Contents for Manual
H State-specific Disclosures
I State-specific Agreement Amendments
J General Release
K Receipts (2 copies)

_____ _____
Date Received Prospective Franchisee

_____ _____
Date Received Name (please print)
Address:_____

_____

ITEM 23 • RECEIPT

(Exhibit K)

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

If Bin There USA, LLC offers you a franchise, it must provide this disclosure document to you (a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or (b) under New York law, if applicable, at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or (c) Iowa requires that we give you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship, or (d) Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Bin There USA, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agencies listed in Exhibit B.

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Date Received Prospective Franchisee

_____ _____
Date Received Name (please print)
Address:_____

_____